

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 232	
2. CONTRACT NO		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SPM300-03-R-0011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JANINE SAMONI/DIANN OWENS				b. TELEPHONE NUMBER (No collect calls) (215) 737-4275	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE ATTN: DSCP-FTAA/BLDG 6 PHILADELPHIA, PA 19111-5098		CODE SP0300		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 4224 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SUBSISTENCE PRIME VENDOR SUPPORT FOR MILITARY AND OTHER DOD AND NON-DOD CUSTOMERS IN GEORGIA, ALABAMA AND THE FLORIDA PANHANDLE.						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				JANINE SAMONI			

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

Section SF 1449 - CONTINUATION SHEET

ADMIN DATA/DELIVERY SCHEDULE

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (continued):

OFFER DUE DATE/LOCAL TIME:

January 9, 2004 3:00 P.M. PHILADELPHIA TIME

BLOCK 9 (CONTINUED):

ALL OFFERS/MODIFICATIONS/WITHDRAWALS MUST BE PLAINLY MARKED ON THE **OUTERMOST ENVELOPE** WITH THE SOLICITATION NUMBER, CLOSING DATE, AND TIME SET FOR THE RECEIPT OF OFFERS.

SEND **MAILED OFFER** TO:

DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

DELIVER **HANDCARRIED OFFER**, INCLUDING DELIVERY BY COMMERCIAL CARRIER TO:

DEFENSE SUPPLY CENTER PHILADELPHIA
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

ALL HAND-CARRIED OFFERS ARE TO BE DELIVERED TO THE BUSINESS OPPORTUNITIES OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY, EXCEPT FOR LEGAL FEDERAL HOLIDAYS AS SET FORTH IN 5 USC 6103.

OFFERORS THAT RESPOND TO THIS SOLICITATION USING A COMMERCIAL CARRIER SERVICE MUST ENSURE THAT THE COMMERCIAL CARRIER SERVICE "HAND-CARRIES" THE OFFER/MODIFICATION/WITHDRAWAL TO THE BUSINESS OPPORTUNITIES OFFICE PRIOR TO THE SCHEDULED CLOSING TIME.

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TRANSMIT FACSIMILE REVISIONS OF OFFERS TO: 215-737-9300, 9301, 9302, OR 9303.

NOTE: FACSIMILE OFFERS ARE NOT ACCEPTABLE.

BLOCK 17A. (CONTINUED):

OFFERORS: SPECIFY FAX NUMBER(S): _____

E-MAIL ADDRESS: _____

BLOCK 17B. (CONTINUED)

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN THE CENTRAL CONTRACT REGISTER (CCR).

BLOCKS 19-24 (CONTINUED): SEE SCHEDULE OF ITEMS

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?????DID YOU REMEMBER TO?????

- _____ 1. Fill in Block 17a of 1449?
- _____ 2. Indicate remittance address, if different, in offer?
- _____ 3. Sign in Block 30a, name in Block 30 b, and date in Block 30c?
- _____ 4. Sign and return page 1 of any/all amendments?
- _____ 5. Return one (1) complete copy of the solicitation?
- _____ 6. Prepare and return 6 copies of the briefing charts, 6 copies of the written portion of the Technical Proposal and 2 copies of the Business Proposal?
- _____ 7. Submit copies of technical descriptions for every item listed in the market basket?
- _____ 8. Submit manufacturer's invoices for every item listed in the solicitation? Note: A supplier's quote is acceptable but an invoice is preferable. The invoice or supplier's quote that you submit must be dated within two weeks of submission of your proposal.
- _____ 9. Submit the Business Proposal on a spreadsheet in accordance with the instructions in the solicitation and submit a copy of the disk?
- _____ 10. Submit a list of warehouse locations that will directly support the proposed customers? Warehouses functioning as backups should be designated as such.
- _____ 11. Include two (2) copies of your most complete and current product listing for all items (food, beverage, and non-food) as part of the business proposal?
- _____ 12. Indicate the name(s) of presenter(s) for the Oral Presentation?

SUPPLIES / SERVICES AND PRICES**I. INTRODUCTION**

A. The Defense Supply Center Philadelphia (DSCP) intends to enter into a contract(s) to supply Subsistence products to the customers supported by this solicitation. The Prime Vendor is responsible for furnishing a full-line of food and beverage items. In addition, the Prime Vendor may also be requested to provide related non-food items to the customers. This solicitation does not include requirements for Fresh Fruits and Vegetables, Fresh Milk, Fresh Bread and soda items purchased through Central Contracting.

B. This solicitation contains the estimated food and beverage requirements for DoD and non-DoD customers in Georgia, Alabama and the Florida Panhandle. Zone 1 is comprised of customers in Alabama and the Florida Panhandle, while Zone 2 is comprised of customers in Georgia.

C. The resulting contract made against solicitation SPM300-03-R-0011 will be an Indefinite Quantity Contract that provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)). This contract will be for a one (1) year base term and contains provisions for four (4) one-year options. The combined length of the contract, including option years, may total five (5) years. The government intends to make one (1) award per zone, but reserves the right to award more than one (1) contract per zone.

D. Estimated Dollar Values/Guaranteed Minimums/Maximums

1. The total estimated dollar value for Zone 1 is \$15,000,000 for the base term and for each of the option periods. The total estimated dollar value for Zone 1, inclusive of options, is \$75,000,000.00. The estimated dollar value for Zone 2 is \$31,000,000 for the base term and for each of the option periods. Inclusive of options, the total estimated dollar value for Zone 2 is \$155,000,000.

2. The guaranteed minimum is 10% of the estimated dollar value. The guaranteed minimum for the base year and each of the option periods for Zone 1 is \$1,500,000. For Zone 2, the guaranteed minimum for the base year and each of the option periods is \$3,100,000.

3. The maximum ceiling on any resultant contract is 125% of the estimated dollar value. In the event of emergencies and/or mobilization,

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the Government reserves the right to unilaterally execute a higher alternate ceiling. The higher alternate ceiling for all contracts is 150% of the estimated dollar value per year.

E. Individual Customer Estimates**Customer****Annual Estimate****Zone 1****Fort Rucker, AL****\$ 750,000****Lyster Army Medical Center, Ft. Rucker****\$ 300,000****Redstone Arsenal, AL****\$ 700,000****Maxwell AFB, AL****\$1,500,000**

Officer Training School

\$730,000

Riverfront Dining Facility

\$680,000

Child Development Center

\$ 50,000

Youth Center

\$ 20,000

Gunter AFB, AL**\$ 500,000**

Aviation Inn

\$450,000

Youth Center

\$ 10,000

Child Development Center

\$ 40,000

Tyndall AFB, FL**\$1,003,000**

Eagle Quick Turn

\$250,000

Berg-Liles Dining Facility

\$650,500

Child Development Center

\$ 52,000

Prime Ribs Dining Facility

\$ 50,500

Eglin AFB, FL**\$1,705,000**

Oasis Dining Facility

\$ 200,000

Youth Center

\$ 50,000

Child Development Center

\$ 50,000

Flight Kitchen

\$ 110,000

Seabreeze Dining Facility

\$1,000,000

Duke Field

\$ 20,000

Hospital

\$ 275,000

Eglin Army Ranger Camp**\$ 135,000****Navy EOD School – Eglin AFB****\$ 35,000****Hurlburt Field, FL****\$ 825,000**

Dining Facility

\$315,000

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Reef Dining Facility	\$465,000
Child Development Center	\$ 45,000
NAS Pensacola, FL	\$5,140,000
Galley	\$5,030,000
Child Development Center	\$ 55,000
Corry Station CDC	\$ 55,000
Panama City, FL	\$ 405,000
NAS Whiting Field CDC, FL	\$ 9,000

Zone 2

Fort Gordon, GA	\$ 4,650,000
Eisenhower Army Medical Center	\$ 750,000
Fort Benning, GA	\$19,200,000
Martin Army Hospital	\$ 350,000
Fort Stewart	\$ 3,500,000
Robins AFB, GA	\$ 1,110,000
Wynn Dining Facility	\$680,000
Wynn Flight Kitchen	\$330,000
Robins CDC's	\$100,000
Moody AFB, GA	\$ 600,000
Georgia Pines Dining	\$540,000
Youth Center/CDC	\$ 60,000
MCLB Albany CDC, GA	\$ 50,000
Turner Job Corps, GA	\$ 215,000
Navy Supply Corps School, GA	\$ 25,000
NAS Atlanta, GA	\$ 175,000
Camp Merrill, GA	\$ 270,000

II. ITEMS

A. This solicitation is for total food and beverage support and covers a broad range of items. The successful Prime Vendor will be expected to provide full-line food service items, such as, but not limited to, canned items, dry items, chill items, beverages, ESL and UHT dairy items, frozen bakery products, frozen meats, frozen seafood and poultry, ice cream, eggs, and other dairy products. As previously stated, fresh fruits and vegetables, fresh milk, fresh bread and bakery items and sodas purchased through Central Contracting are not covered under this solicitation.

B. In addition, the Prime Vendor may be requested to provide related non-food items to the customers. The Government, therefore, reserves the

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right to add non-food items such as paper products, cleaning supplies, and small equipment and wares at any time throughout the proposed contract term.

III. PRICING

A. Pricing will be based on the following formula:

Unit Price = Delivered Price + Distribution Price

Definitions:

1. Unit Price - The unit price is defined as the total price charged to DSCP per unit for a product delivered to the government.

2. Delivered Price - The "delivered price" is defined as the last invoice price of a product the prime vendor has paid a manufacturer or supplier for that product delivered to its distribution point. This is sometimes referred to as "landed cost".

3. Distribution Price - The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. The distribution price typically consists of the prime vendor's projected general and administrative costs, overhead, packaging costs, transportation costs from the prime vendor's distribution point, any other projected expenses associated with the prime vendor function, and anticipated profit. This distribution price is intended to reflect the difference between the delivered price and the unit price to deliver the specified product to the ordering activity. This distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food or beverage item. The price submitted can be no more than two (2) places to the right of the decimal point. This dollar amount shall remain constant for the complete term of the contract.

B. All of the customers listed in this solicitation will be utilizing the Government's ordering system, STORES (Subsistence Total Order and Receipt Electronic System). STORES requires that pricing be fixed at the time the order is placed, provided that delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date.

1. For example, orders placed on 1 March will be priced at time of order, if delivery is required between 2 March and 7 March, inclusive. If

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delivery is not required until 8 March, or after, the order will be priced with those prices in effect at the time of delivery.

C. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by **Thursday, 1:30 PM Philadelphia time.** See Attachment 2, "EDI Implementation Guidelines" for more information on the various EDI transaction sets required under this contract. DSCP will review the 832 EDI transaction set to check for price and other changes; however, the accuracy of the vendor item catalog is the responsibility of the prime vendor.

D. Vendors may submit alternate price change submissions (832 Updates). However, it should be noted prices cannot be updated more than once a week. For example, it may benefit both the offeror and the government to submit prices bi-weekly on Thursday. Price changes will only take effect the Sunday following their submission as new catalogs are issued to the customers for Monday morning download.

IV. OPTIONS

A. There are four (4) one-year options in this solicitation. Acceptance of these options by the successful Prime Vendor is **mandatory**. Distribution Prices must be submitted for each option year, as well as for the base term. The Distribution Prices offered on each option year will be calculated with the delivered price proposed for each evaluated item. The Distribution Price for each option year may be offered as a dollar value, increase or decrease, from the base year. **Percentage changes will not be accepted.**

B. Prices will be evaluated inclusive of the options, i.e., the totals for all prices for the base year plus option years will be added together to arrive at the total aggregate dollar value. This dollar value will be used as the basis for evaluating offers.

C. Failure to propose an increase or decrease of distribution prices in the option years will be considered, and evaluated as, no change per option year.

D. The Government reserves the right to make the effective period of the base term of the contract less than a one (1) year period and to exercise the option less than one (1) year after the award date of the previous contract action, i.e. award of exercise of option.

V. CATEGORIES OF ITEMS

The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. For the Distribution Price Category only, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the "case", then the distribution price will be by the "case", whereas if you sell the product by the "pound" or by the "each", the distribution price would be listed accordingly. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point, for example, \$10.50. Offerors must utilize the Government's food category listing below. Deviations to the list as stated below will not be accepted. However, if any offeror feels that a substantial category has been eliminated, the offeror must bring it to the attention of the Contracting Officer BEFORE the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.

1. Beef – Raw, Steaks, Cuts
2. Beef - Patties, Ground, Bulk
3. Beef – Precooked products
4. Poultry – Raw, Related Products, and Parts
5. Poultry – Precooked Products
6. Pork – Raw, Related Products, and Parts
7. Pork- Precooked Products
8. Lamb, Veal, Game
9. Shellfish – Whole Lobster, Lobster Tails, Crab Legs
10. Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crabcakes, Breaded or Unbreaded
11. Fish – Whole or Portioned Fillets, Breaded or Unbreaded
12. Bacon – Precooked
13. Luncheon Meats, Sausages, Scrapple, Bacon, Hot Dogs, Corn Dogs, Pizza Toppings
14. Bakery and Cereal Products, Rice, Dried Beans, Crackers, Snacks, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons
15. Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces
16. Fats and Food Oils, Butter, Margarine
17. Sandwich/M meal Kits
18. Fruits, Juices, Nectar, Vegetables – Chilled
19. Fruits, Juices, Nectar, Vegetables – Frozen
20. Fruits, Juices, Nectar, Vegetables, Dairy, Baby Food, Nutritional Supplements, Dietetic Products – Can, Jar or Bottle
21. Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup,

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Dessert Related Products, i.e. Gelatin, Puddings, Condiments and Related Products

22. Desserts – Sheet/Layer Cakes, Cheese Cakes, Specialty Cakes, Pies, Cobblers
23. Dairy Foods – Eggs, Egg Products, Yogurt, Sour Cream, Cheese, Milk – Fresh, Chilled, or Frozen
24. Fresh Processed, Prepared, Chilled Salads
25. Soups, Frozen
26. Confectionary, Candy, Nuts, Sugars
27. Cocoa, Hot Chocolate, Coffee, Tea
28. Entrees, Appetizers, Pizza, Pizza Crust, Desserts, Breads/Doughs, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish – Frozen
29. Entrees, Meats, Fish – Canned
30. Frozen Beverages, BIB – Requiring Dispensers
31. Beverages (Non-dispenser Type) – To include Canned Soda, Sports Drinks, Water
32. Mixes – Ice Cream/Soft Serve, Yogurt, Milk Shake
33. Ice Cream Novelties, Ice/Fruit Bars, Ice Cream Gallons
34. Other Grocery Items not Mentioned
35. Other Perishable (Frozen/Chill) Items Not Mentioned
36. Related Non-Food Products (FSOS)
37. MUSIC Items
38. Mandatory Items

*NOTE: The distribution price for MUSIC items must only include those costs associated with storing, handling, shipping, and transportation. It should not include acquisition costs, and other associated overhead, as the vendor will not incur these costs. Additional information can be found in paragraph XII.

VI. BACKUP PRIME VENDORS

The offeror(s) awarded the prime vendor contract(s) for each zone may become a potential backup supplier for other zones should a prime vendor in an adjacent or nearby zone, in an extremely rare instance, be unable to support, one, some, or all of the customers in that assigned zone. The Offeror's agreement to perform as a potential backup prime vendor is required; however, if this rare situation does arise, a contractor's assignment to act as a backup to any or all customers in another zone would be negotiated through a bilateral agreement/modification to the contract. As part of this agreement, the distribution fees for the backup prime vendor to support the customers of another zone would be negotiated at that time. These measures would be taken to preclude the need to re-solicit for support

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to the affected customers, as well as to maintain the required service to these customers.

VII. EFFECTIVE PERIOD OF CONTRACT – INDEFINITE QUANTITY CONTRACT

The effective period for the base year of the contract is from the placement of the first significant order, estimated to occur in April 2004, excluding test orders, through one year thereafter.

VIII. NON-COMPETE PROVISION

The offeror warrants that it will not actively promote, encourage, or market any of the customers on this acquisition away from a resultant DSCP contract and onto a contract of any other Government agency or commercial entity. This prohibition applies both on a pre-award and post-award basis. The Contracting Officer reserves the right to resolicit the contract and may not exercise the option to extend the term of the contract if he/she discovers that the successful Prime Vendor has violated this provision. Customers that have been approached by a vendor regarding ordering off of a separate contract should immediately contact the Contracting Officer.

IX. FRESH FRUIT and VEGETABLES

Customers supported under this contract are expected to order their Fresh Fruits and Vegetables from the Defense Subsistence Office (DSO) under a separate award.

X. MUSIC

MUSIC stands for "Military Unique Subsistence Item Coordination." The Navy has designated the items listed below as "military unique." These items are required for Naval Ships Afloat but are not limited to just the Navy as other customers may order these items. DSCP has contracted with Advocacy and Resources Corporation to maintain a supply of these items to be provided to the Prime Vendors. The MUSIC contract provides for shipment of products ordered by the Prime Vendor no sooner than 5, but not later than 7, working days after receipt of order. It is mandatory that you obtain the four (4) MUSIC items listed below from:

Advocacy & Resources Corporation
435 Gould Drive
Cookeville, TN 38506
POC: Ms. Terri McRae

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

Voice: 615-432-5981

Fax: 615-432-5987

MUSIC ITEMS:**NSN****ITEM**

8910-00-082-5734	Cottage Cheese, Dehydrated, No. 10 Can
8910-00-965-1553	Egg Mix, Dehydrated, No. 3 Cylinder Can
8910-01-091-7209	Nonfat Dry Milk, 4 Lb. Can
8915-00-004-6676	Potato Mix, Dehydrated, No. 10 Can

XI. MARKET READY ITEMS

A. Fresh bread items (primarily sliced bread and rolls) and fresh dairy items (fluid milk, cultured products) are procured by DSCP and are not expected to be ordered from the Prime Vendor. It is anticipated that DSCP will enter into contracts with local suppliers for the above stated items. Local vendors will deliver these items directly to the customers.

B. If, after contract award, the ordering activities have need for the Prime Vendor to deliver some or all of these items, the Contracting Officer and Prime Vendor will determine the availability and establish a mutually agreed upon start-up period and negotiate a distribution price for this service.

XII. RELATED NON-FOOD ITEMS

A. This solicitation includes disposable products (related non-food items) associated with the preparation or serving of food for the Non-DoD customers. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies. This class of items may become available to military customers once government related system concerns are resolved.

B. The offeror **must** provide a distribution price for this category.

XIII. MANDATORY FOOD ITEMS

A. The items listed below, in the package as described by the indicated stock number or any commercial packaging equivalent, must be purchased

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from either the National Industries for the Blind (NIB) or the National Industry for the Severely Handicapped (NISH) and must become part of the prime vendor's catalog:

NSN

8920-00-782-6353

8920-00-823-7221

8920-00-823-7223

8950-01-079-6942

8950-01-254-2691

Various

ITEM

Pancake Mix

Cake Mix, Devil's Food

Cake Mix, Gingerbread

Paprika, Ground

Garlic Powder

Dining Packets

B. List of Suppliers**1. *Pancake Mix, Devil's Food Cake Mix and Gingerbread Cake Mix:***

Advocacy & Resources Corporation
435 Gould Drive
Cookeville, TN 38506
POC: Ms. Terri McRae
Voice: 615-432-5981
Fax: 615-432-5987

2. *Garlic Powder and Paprika:*

Unistel Continental Development Service, Inc.
650 Blossom Road
Rochester, NY
POC: Mr. Jack Pipes
Voice: 1-800-864-7835 X252

3. *Dining Packets:*

National Industries For The Blind
1901 N. Beauregard Street
Suite 200
Alexandria, VA 22311-1727
POC: Ms. Mary Johnson
Voice: 703-578-6512
Fax: 703-998-4217

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C. If a Prime Vendor is advised that any of the above items are not available from the supplier, the Contracting Officer must be notified immediately.

XIV. REBATES / DISCOUNTS

A. The following instructions refer to those rebates and discounts in addition to NAPA's and Food Show Discounts. As discussed in the following sections, NAPA's and Food Show Rebates must be given in the form of a deviated price.

B. Rebates and discounts are to be returned to DSCP when they are directly attributable to sales resulting from orders exclusively submitted by DSCP or its customers. Additionally, any rebates and discounts offered to any commercial customer or other Government organization shall be given to DSCP or its customers in the form of an up-front price reduction. The discount/allowance shall be reflected via a reduced STORES price, resulting in a lower invoice price to the customer.

C. The Prime Vendor shall be as aggressive as possible in pursuing all rebates, including mail-in coupons and discounts for the customers supported under this contract. Notwithstanding the requirements included herein, the offeror warrants, at a minimum, that DSCP and its customers will receive rebates and discounts equal to or better than the offeror's most favored commercial or other Government customer. The offeror will provide a description of those rebates and discounts meeting the requirements herein as part of its offer in accordance with the provisions outlined in the "Instructions, Conditions and Notices to Offerors" section of this solicitation.

D. A rebate report shall be provided to the Contracting Officer on a monthly basis. This Rebate report shall be a break out of all rebates by manufacturer, then sorted by customer/dining facility. The final procedures relative to managing and returning lump sum rebates will be based on the final proposal and confirmed after award. The Government, however, reserves the right to audit applicable records to ensure proper administration of the rebate program and ensure that moneys due to the Government have been properly returned in accordance with the offer.

XV. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)

A. Definitions:

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1. Agreement Holder - the supplier or manufacturer that has agreed to offer discounts to DSCP on product ordered under DSCP Prime Vendor contracts.

2. National Allowance Program - the program implemented by the Defense Supply Center Philadelphia (DSCP) to maximize the leverage of DSCP's buying power and reduce the overall delivered price under Prime Vendor Contracts to the customers of DSCP.

3. National Allowance Program Agreements (NAPA's) - agreements between DSCP and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price or fee in any way.

B. DSCP has implemented a NAPA Program as part of the Subsistence Prime Vendor program. Under the NAPA Program, DSCP will enter into agreements with suppliers/manufacturers offering domestic products.

C. Under the NAPA Program, Agreement Holders will:

1. Authorize and consent to allow the contractor to distribute its products to ordering activities under the Prime Vendor Program.

2. Offer discounts on the delivered price of the product ordered under Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832-catalog transaction.

D. NAPA's neither obligate the Prime Vendor to carry, nor the ordering activity to purchase, any of the agreement holders products; however, NAPA terms will apply to any order placed by a customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

E. If a Prime Vendor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then it is required to pass on these savings to the customer.

F. Under a contract resulting from this solicitation:

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1. Within five (5) working days from notification of award, the awardee will contact John Steenberge, Program Manager, NAPA Team, 215-737-8461. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.

2. The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to the Prime Vendor and the agreement holder.

3. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practice. However DSCP will attempt to facilitate any such disputes.

NAPA TRACKING PROGRAM

The Prime Vendor agrees to comply with the requirements of DSCP's Tracking Program for NAPA's and shall provide the required product information to support the NAPA allowance and sales tracking web site.

Data shall be submitted as follows:

1. Format.

The required information shall be formatted in an excel sheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Requests to change from one format to another must be forwarded to the contracting officer for approval.

2. Transmission of Data.

Information shall be submitted electronically via—

(a) email to data@one2oneus.com. Include contract number(s) in email title.

OR

(b) FTP to <ftp://ftp.one2oneus.com>. Inquire for a username and password.

3. Frequency of Submission.

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Information shall be submitted as often as the data may change but no more than weekly.

4. Contents of the Data File.

The contents of the data file shall include the information shown below for all of the products, NAPA and non-NAPA, that are shipped to the government. All of the fields for each item must be populated with information unless otherwise stated.

<u>Field #</u>	<u>Field Description</u>	<u>Field Name</u>	<u>Width</u>	<u>Format</u>	<u>Note</u>
1	Prime Vendor Part Number	PVPARTNO	15	Alpha-Numeric	
2	Product Description	DESC	45	Alpha-Numeric	
3	Unit of Measure	UOM	3	Alpha-Numeric	
4	Manufacture SKU or UPC	MFGNO	15	Alpha-Numeric	Note 1
5	Brand Label or Manufacturer Name	MFG	45	Alpha-Numeric	Note 2
6*	Unit Allowance Amount	ALLOW	12	9999999.9999	Note 3
7*	Allowance UOM	ALLUOM	3	Alpha-Numeric	Note 4
8*	Allowance to Ship Conversion	ALLCONV	12	9999999.9999	Note 5
9	Prime Vendor Markup Amount	PVMARKUP	12	9999999.9999	Note 6

*Fields 6, 7 and 8 relate to NAPA. If a product is NOT subject to a NAPA allowance then fields

6, 7 and 8 can be left blank or zero.

NOTES:

1 This field represents the manufacturer's part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the **manufacturer's** part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.

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2 This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field. If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the **manufacturer** of the product not necessarily the firm that supplied you the product.

3 This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.

4 This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.

5 Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is "CA", for Case, and the allowance UOM is "CS", for Case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is "CS" and the Allowance UOM is "LB", for pounds, this conversion factor may be fifty (50) because there are 50 lbs in a case. If the product is not subject to a NAPA allowance then please set this field to zero.

6 For each item, provide the applicable markup amount. As previously negotiated with DSCP, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice.

G. The NAPA Program is for the exclusive use of DSCP customers purchasing product under the resultant contract. The successful awardee(s) agree(s) not to extend NAPA allowances to any customers not supported under this solicitation.

XVI. FOOD SHOWS

A. DSCP actively participates in vendor Food Shows for the purpose of obtaining food show "allowances". These allowances are negotiated by DSCP with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowances or savings.

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B. The Prime Vendor is required to advise the Contracting Officer and/or Account Manager of all Food Shows that are conducted throughout the course of the contract. This includes Annual Shows, as well as Regional and/or Mini Food Shows. The Government reserves the right to participate.

C. Approximately one (1) week prior to the food show, the Prime Vendor shall furnish the Contracting Officer and/or Account Manager the following information:

1. List of brokers/manufacturers attending the Food Show;
2. Map showing the locations of booths;
3. Effective period of the allowances;
4. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked; and

5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:

- a. Vendor Part Number
- b. Description of item
- c. Usage quantity
- d. Manufacturer/Brand
- e. Booth Number of the exhibitor and the products they represent.

D. At the end of the Food Show allowance period the vendor shall submit a Food Show savings report, by customer, to the Account Manager. This report must also include the total amount saved and the total dollar value of all sales in the allowance period to its Prime Vendor customers. This shall be completed within 2 weeks of the ending of the allowance period.

E. Food Show Allowances must be passed on to the customers directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The deviated price is the price that is to be submitted via the 832 catalog transaction. All decreases in price must be submitted via the 832 the week prior to the beginning of the allowance period.

XVII. CUSTOMER SERVICE

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A. The Prime Vendor shall treat each and every customer covered under its contract as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under these contracts.

B. The customers in both zones have periodic food menu board meetings and the respective Prime Vendor may be invited to attend these meetings. At these meetings the customers not only review their internal business practices, but the offeror can utilize this forum to show new products, demonstrate product preparation, provide nutritional information and address any other concerns the customer may have. Offerors shall address how they will take part in these forums and value added services they will employ to enhance these meetings, as requested in the section entitled "Submission Requirements".

XVIII. NEW ITEMS

A. If a customer desires to order an item that is not part of the contractor's inventory, the Prime Vendor will be allowed a maximum of thirty (30) days to source the item, obtain a stock number from DSCP (if required) and add the item to its Vendor Item Catalog via an 832 catalog transaction. These items should then become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered on a regular basis. These items must become a permanent part of the vendor's inventory if the customer guarantees a minimum movement of twenty (20) cases per month, or an alternate minimum less than 20 cases per month, as specified by the vendor.

B. The successful awardee(s) shall assume the responsibility of introducing new food items to the customers, as well as showing cost effective alternatives to their current choices.

XIX. ADDITIONAL CUSTOMERS

A. The Government reserves the right to add DoD and non-DoD customers in the solicited area to the Prime Vendor contract based on a mutually agreed upon implementation plan.

B. The additional customers cannot increase the dollar value of the contract by more than 25%. It should be noted that the 25% new business would also be allowable at the maximum ceiling and the alternate higher ceiling.

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C. To the extent that the customers supported under the contract do not meet the estimated dollar value, the Contracting Officer reserves the right to add more than 25% additional business.

D. Additional customers are limited to those that receive Federal funding.

XX. CENTRAL CONTRACTS

A. DSCP's Central Contracting Office administers the contracts for Coca-Cola, Pepsi, and Dr. Pepper Bag-in-Box and canned soda, Food Service Equipment, certain potato items and the MUSIC items. Additional information and points of contact can be located on the DSCP web page using the following web address:

<http://www.dscp.dla.mil/subs/beverage.htm>

B. During the performance of this contract, DSCP may issue Indefinite Delivery Type Contracts (IDTC's) for specific products to be distributed by the Prime Vendor. The Prime Vendor will be required to obtain the specific products identified in the IDTC's. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's negotiated distribution fee. At the time of the award and at other times when applicable, DSCP will provide the Prime Vendor with a list of all IDTC's awarded and their terms and conditions. The Prime Vendor shall have 30 days in which to implement the terms and conditions of the awarded IDTC's. Currently, there are three (3) contracts in place for several types of French Fry and Hash Brown items.

DESCRIPTIONS / SPECIFICATIONS**I. ORDERING SYSTEM**

A. All customers listed in this solicitation are currently using STORES NT or STORES on the Web, accessed via the Internet.

B. Subsistence Total Order and Receipt Electronic System (STORES)

1. STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing. Attachment 2 provides additional EDI information.

2. Customers will be able to order all of their food and beverage requirements through STORES. Some customers will also be able to order non-food items through STORES. The system will transmit orders to the Prime Vendor, the DSO (for fresh fruits and vegetables), the bakery (for fresh bread), the dairy (for fresh milk and dairy items), the appropriate vendor for Central Contract soda items and to DSCP for ration-type items. It may be possible during the life of this contract for all customers to have the opportunity to order non-food items from STORES.

3. The awardee shall be required to interface with STORES and must be able to support the following EDI transaction sets:

- 810 Electronic Invoice
- 820 Payment Voucher Information
- 832 Catalog (Outbound - Vendor to DSCP)
- 850 Purchase Order
- 861 Receipt
- 997 Functional Acknowledgment

4. A complete description of these transaction sets is included in the "EDI Implementation Guidelines" attached to this solicitation.

5. The vendor shall have access to the Internet and be able to send and receive electronic mail (email).

6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transaction) as well as on its invoices, including the delivery ticket to the customer and the 810 invoice transaction set. The Government's format begins with the broad category of item and then continues with a more specific item description. For example: "Crinkle Cut Carrots", would be listed as "Vegetable, Carrots, Crinkle Cut".

II. ORDER PLACEMENT

A. Customers shall place their orders to accommodate a "skip day" delivery. An order placed on 1 March would have a required delivery date of 3 March. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip day".

B. Orders for delivery on Monday should be placed no later than Thursday to allow sufficient lead time in the case of an order transmission problem.

C. As part of its Technical proposal, the Prime Vendor shall submit a plan describing how it intends to notify customers of the non-availability of an item. It should be noted that the maximum time frame is 24 hours. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise them of the not-in-stock position of the item.

III. FORCE PROTECTION

A. The Defense Supply Center Philadelphia (DSCP) Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DSCP to take steps to insure steps are taken to prevent the deliberate tampering and contamination of subsistence items. The contractor/vendor must insure that products and/or packaging have not been tampered with or contaminated throughout the manufacturing, storage, and delivery process. The contractor/vendor must immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

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B. As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role it plays in supporting our customers. It is incumbent upon the awardee to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations. The Government strongly recommends that all firms review their security plans relating to plant security and security of the product, especially in light of the heightened threat of terrorism.

IV. PRODUCT QUALITY

A. Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible and within the manufacturer's established shelf life (i.e. Best if Used by Date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer.

B. Commercial standards should be used to maintain temperatures appropriate for individual items.

C. Level of Product Quality

1. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:

a. Identical in respect to packaging and packing when the DoD unit of issue is not described by weights (e.g. pound or ounce). For example, a No. 10 can cannot be substituted for a No. 2 ½ can.

b. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box". The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15-lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.

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c. Equivalent in respect to grade or fabrication.

2. A substitute item must be of equal or higher technical quality and equal or lower in price.

3. All items must meet or exceed the Government's item description of their assigned Government stock number.

V. QUALITY PROGRAM**A. Supplier Selection**

A supplier selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.

B. The contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality;
2. The usage of First-In, First-Out (FIFO) principles;
3. Product shelf life is monitored;
4. Items are free of damage;
5. Correct items and quantities are selected and delivered;
6. Ensure requirements of the Berry Amendment are met;
7. Customer satisfaction is monitored;
8. Product discrepancies and complaints are resolved and corrective action is initiated;
9. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP;
10. Compliance with EPA and OSHA requirements;
11. Salvaged items or products shall not be used;
12. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement.

VI. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

VII. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

A. Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture (USDA). For detailed information see Clause 52.246-9P31 "Sanitary Conditions" in this solicitation.

B. A copy of this list is available at
<http://vets.amedd.army.mil/vetcom/directory>

VIII. CONTRACTOR PRODUCT DESCRIPTIONS

A. At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions [specifications], for each of the "Market Basket" items identified in this solicitation.

B. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to the item solicited for in the schedule of items. Bid sheets are not considered technical descriptions.

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C. The Subsistence Prime Vendor Office will determine if the item offered meets the minimum quality standard described.

IX. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS

A. The Subsistence Prime Vendor Branch will conduct Prime Vendor Quality System Management Visits (QSMV's) to review the contractor's methods used to comply with the terms of the contract and to verify that those terms are being met. QSMV's may include on-site visits to subcontractors and/or product suppliers. The contractor shall make all arrangements for visits by DSCP Prime Vendor Personnel to contractors, subcontractors and suppliers. A copy of DSCP's Standard Operating Procedure for QSMV's is incorporated as Attachment 4.

B. National Meat, Poultry, Processed Products and Seafood Audits

Basic Audits:

1. The DSCP National Food Audit Program, covering all Food Classes within a Prime Vendors' catalog (Meat, Poultry, Seafood and Processed Products) functions as a Service and Quality Assurance check for our DOD customers to ensure the War fighters are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:

- (a) Prime Vendor's adherence to contract requirements.
- (b) The quality level of the materials supplied is satisfactory and uniform throughout the DSCP-H Prime Vendor Regions.
- (c) There is no product misrepresentation or substitution.

2. The Audit objectives are accomplished utilizing the expertise of the USDA AMS Meat, Poultry and Processed Products Graders, USDC National Marine Fisheries Service and DSCP-HFS Quality Assurance personnel. Representatives from the above agencies form the DSCP National Food Audit Team.

3. The DSCP National Food Audit is a technical product review and is intended to be a partnership between the customer, Prime Vendor and DSCP-H, providing a platform for continuous quality improvement through a detailed review of selected core items. An informative discussion of the observed items' physical characteristics and deviations from, or compliance with, established quality requirements is provided during the product review. This technical discussion makes possible an understanding of the customers' need for certain quality requirements so that systems supporting the manufacturing and distribution of the item can be tailored to meet these

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requirements. This approach makes it a win-win for the customer, Prime Vendor and DSCP-H.

4. For each Prime Vendor it is expected that an audit would be conducted once per contract year. This includes the base year of the contract, plus any and all option-years in which the government's option is exercised. The Audits are conducted in a seminar setting with participation from you and your suppliers. The average cost of a Food Audit is approximately \$9500.00. As a Prime Vendor you will be expected to provide samples of the government's choice up to a dollar value ceiling of \$9500.00. Any expense for the sampled product above these ceilings may be billed to the Government under your contract.

5. Audit Results:

Prime Vendors will be given a detailed report on each product reviewed. It will be the Prime Vendor's responsibility to take immediate action to correct any deficiency uncovered during the audit.

6. Follow-up Audits:

Follow up audits may be scheduled within a one-year period of the initial audit, or based on the recommendation of the evaluators of the Basic Audit. If a follow up is required due to the outcome of the initial audit, all samples are to be at the expense of the Prime Vendor.

X. HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PROGRAM

A. Definition

HACCP is a system of preventative controls and scientific testing designed to improve the safety of products from "farm to table". Food and Drug Administration (FDA) and Food Safety and Inspection Service (FSIS) HACCP regulations require industry to verify the effectiveness of its operations by continuous monitoring of the controls established, end item product testing, and careful record keeping of the complete HACCP system. The regulatory agency responsible for designing and enforcing its agency's food safety programs will review each plant's records and conduct other in-plant inspection activities to verify that proper food safety procedures are being followed in accordance with the establishment's HACCP plan. The HACCP-based system requires a commitment by establishments to consistently control operations in the interest of public health.

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**B. USDA - FSIS HACCP Regulation/Requirements**

1. Sanitation Standard Operating Procedure (SSOP): All plants
2. HACCP Plans:
 - a. Large establishments (500 or more employees)
 - b. Small establishments (more than 10 employees but less than 500)
 - a. Very small establishments (less than 10 employees or annual sales of less than \$2.5 million).

C. FDA HACCP Regulation

The regulation requires all seafood companies in the U.S. and importers of seafood products into the U.S. to be currently operating under a HACCP-based program.

XI. JUICE AND DRINK DISPENSERS

A. When requested, the vendor is required to furnish beverage dispensing machines and beverage products, as specified herein. The upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment shall be the sole responsibility of the vendor.

B. The vendor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the contractor's bag-in-the-box juices and drinks. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity.

C. The vendor will provide a technically qualified service representative to perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service at no additional cost.

D. Any equipment or material furnished by the Prime Vendor shall remain the property of the vendor and must be returned to the vendor at the conclusion of the contract in the same condition in which it was received.

XII. BRAND NAME ITEMS

A. Based on the ordering habits of the customers listed in the solicitation, the current STORES catalog includes numerous Brand Name

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items. These are items that the customers have expressed a preference for and have been added to the catalog at the customers' request.

B. In an effort to enhance the commercial aspects of the Prime Vendor Program, some items contained in this solicitation's Market Basket are Brand name items.

C. Offerors are required to submit pricing and technical descriptions for the specific brand name item listed in the item description, if applicable.

PACKAGING AND MARKING***I. PACKAGING, PACKING, AND LABELING***

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

C. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.

D. All fresh poultry items will be packed in ice packed cartons or gas-flush cartons.

E. All fresh seafood items will be packed in ice packed cartons.

F. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.

II. MARKINGS

A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN", "KEEP REFRIGERATED", etc. shall be used on all cases when appropriate.

B. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.

C. All food and beverage products shall be identified with readable (open code dates), or coded dates. For both perishable and semi-perishable products, open dating is preferred, but code dating is acceptable. Prime Vendors that do not use open dating shall provide a product code number

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key to the Account Manager, DSCP Product Services Office, and each customer facility no later than three (3) months after the award of the contract. This product code key is to be issued to each customer as well as the DSCP Account Manager on or before first delivery. Changes to the book are to be made as necessary. It is highly recommended that the Prime Vendor review this book on a quarterly basis. Items other than semi-perishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, Best if Used by Date, or similar markings.

D. Cases of product requiring directory listing and containing insufficient information to determine the company and place of manufacture may be rejected or placed on medical hold, pending confirmation that the product is from a sanitarily approved plant. Vendors are responsible for providing all customers with information relating the place of manufacture and ensuring this listing is updated on a quarterly basis. A copy of the listing, and all subsequent updates, should also be provided to the DSCP Account Manager. The listing shall be in alphabetical order by product nomenclature and contain information as follows:

1. Product Nomenclature – exact product nomenclature appearing on the shipping container
2. DSCP Stock Number – NSN, LSN, or NAPA LSN
3. House Brand name
4. Prime Vendor SKU
5. Manufacturer SKU
6. UPC
7. Source - Name of manufacturer or processor, street address, city, state, and zip code of the production facility, and establishment number where applicable.

INSPECTION AND ACCEPTANCE***I. INSPECTION AND ACCEPTANCE***

A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

B. All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles will be inspected for cleanliness and condition.

C. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. A signature on the delivery ticket denotes acceptance of the product.

D. The contractor shall forward three (3) copies of the delivery ticket with the shipment. The receiving official will use the delivery ticket as the receipt document. Two (2) copies of the signed and annotated delivery ticket will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.

II. WARRANTIES

The supplies furnished under the resultant contract shall be covered by the most favorable commercial warranties that the contractor gives to any customer. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) "Warranty", "Contract Terms and Conditions-Commercial Items" contained in the solicitation.

III. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

A. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:

1. Packages must be solid, not soft, upon arrival.
2. Container and wrapping must be intact and in a solid condition.

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3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
4. Cello wrapped packages will not be discolored or show other signs of freezer burn.

IV. REJECTION PROCEDURES

A. If product is determined to be either defective, damaged, or compromised in any other manner, it may be rejected by the receiving official.

B. When product is found to be non-conforming or damaged, or otherwise suspect, the veterinary inspector shall notify the responsible food service officer. The Food Service Officer shall inspect and determine the course of action to be taken with the product in question. If present, the contractor representative may be consulted. The final decision is to be made by the Food Service Officer and/or his/her representative.

C. **In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item (s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment.** Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, clin number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.

D. In the event that a product is rejected after initial delivery is made, the prime vendor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and (1) copy of the credit memo is to be sent to the DSCP Account Manager.

1. If a customer requires a one-to-one replacement, no additional paper work is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference the

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call number, CLIN number, and Purchase Order Number of the originally ordered product.

E. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

DELIVERIES AND PERFORMANCE***I. TERMS OF INDEFINITE QUANTITY CONTRACT***

A. The duration of the contract(s) is for a one (1) year period with four (4) one-year options beginning with the first significant STORES order. The current contract expires on Saturday, April 17, 2004. It is expected that the last order(s) will be placed on Friday, April 16, 2004. The first order under the resultant contract will take place Monday, April 19, 2004; however, all dates are subject to change based on the actual contract award date.

B. The Contractor's start up period will take place prior to the first order. The Prime Vendor shall submit a proposed implementation schedule to the Contracting Officer within thirty (30) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions, for all customers covered by this solicitation. An additional 30 days will be granted for actual implementation. No more than sixty days will be permitted for the prime vendor to have fully functional distribution accounts in place for all customers.

II. ITEM AVAILABILITY

Items must be stocked in sufficient quantities to fill all ordering activity requirements. It is critical that items ordered be routinely delivered on a "skip day" basis, at a minimum.

III. DELIVERY INSTRUCTIONS

A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the delivery point. Deliveries shall be scheduled according to the customer's timetable as listed in paragraph G. below.

B. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee(s).

C. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon

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completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting/Troop Issue" activity on the installation.

D. Specific delivery point information is provided below. Some installations have more than one delivery point. Pertinent information has been included to explain specific customer delivery requirements, points of contact, and instructions.

E. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All product shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.

F. The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

G. DELIVERY POINTS**REMARKS****Zone 1: Alabama/Florida Panhandle****Fort Rucker**

DoDAAC: W31NWU
Supply & Service Division
Fort Rucker, AL 36362

Lyster Medical Center

DoDAAC: W31BMY
Nutrition Care Division
Fort Rucker, AL 36362

Redstone Arsenal

DoDAAC: W31G3J
TISA Redstone Arsenal
Redstone Arsenal, AL

Tyndall AFB

Management Support Office
Tyndall AFB, FL 32403-6290

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DoDAAC: FT9012
Prime Ribs Training Site
Tyndall AFB, FL 32403-8504

DoDAAC: FT9019
Building 1609
Tyndall AFB, FL

DoDAAC: FT9403
Child Development Center
Tyndall AFB, FL 32403-5717

Eglin AFB

Troop Issue
Bldg 884
Eglin AFB, FL 32542

DoDAAC: FT9300
Hospital Dining
Eglin AFB, FL 32542-1282

DoDAAC: FT9006
Duke Field Dining Facility
Eglin, AFB, FL 32542-6644

DoDAAC: FT9012
Oasis Flightline Dining Facility
Eglin AFB, FL

DoDAAC: W813M9
Army Ranger Camp
6 RTB Camp Ruder
Eglin AFB, FL 32542

DoDAAC: N46207
Navy EOD School
Suite 117
Eglin AFB, FL 32542-5649

Maxwell AFB

Troop Warehouse/42 SVS/SV
Maxwell AFB, AL 36112-6307

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DoDAAC: FT9011
Maxwell Airmens Dining Facility
Maxwell AFB, AL 36112-6219

Hurlburt AFB

DoDAAC: FT9008
Oasis Café
Hurlburt AFB, FL 32544-5269

NTTC Corry Station

DoDAAC: N63082
Bldg 1080
Pensacola, FL

NAS Pensacola

DoDAAC: N00204
Galley, Building 601
Pensacola, FL 32511-5000

DoDAAC: PENCDC
Child Development Center
Pensacola, FL 32508-5217

Panama City

DoDAAC: N61331
Naval Coastal Systems Station
Panama City, FL 32407-7001

NAS Whiting Field

DODAAC: N60508
Milton, FL

Zone 2: Georgia

Fort Gordon, GA

DoDAAC: W33M8P
Fort Gordon
TISA
Augusta, GA

Ft Gordon Eisenhower Army Medical Center

DoDAAC: W33BWP
DDEAMC (Hospital)
Augusta, GA

Fort Benning

DoDAAC: W33BRC

Fort Benning

TISA

Columbus, GA

Ft. Benning Martin Army Hospital

DoDAAC: W33BTY

Columbus, GA

Camp Merrill

DoDAAC: DAH040

Dahlonaga, GA

Robins AFB

DoDAAC: FT9015

Wynn Dining Hall

Warner Robins, GA

DoDAAC: FT9402

Robins Child Development Center

Warner Robins, GA

Moody AFB

DoDAAC: FT9400

Moody Child Development Center

Valdosta, GA

DoDAAC: FT9013

GA Pines Dining Hall

Valdosta, GA

NAS Atlanta, Marietta

DoDAAC: N00196

NAS Atlanta

Marietta, GA

Fort Stewart

DoDAAC: W33RSW

Fort Stewart

TISA

Hinesville, GA

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DoDAAC: M67004

MCLB Albany

Albany, GA

Turner Job Corps

DoDAAC: TURNER

Turner Job Corps

Albany, GA

Naval Supply Corps

DoDAAC: N62741

Naval Supply Corp

Athens, GA

IV. FILL RATE / SUBSTITUTIONS

A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. The fill rate shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc. **No other method of calculating fill rate will be accepted.**

$$\frac{\text{Cases accepted}}{\text{Cases ordered}} \times 100 = \text{fill rate \%}$$

Definitions:

1. *Cases accepted* - product that the customer has received and receipted not including damaged cases, mis-picks, and product substitutions.

2. *Cases ordered* - product requested by a customer

B. The contractor will submit a monthly report by customer to the DSCP Contracting Officer with the following information:

1. Fill Rate with and without Substitution
2. List of all items that were Not in Stock, Returned, Damaged, Mis-picks, Substitutions, etc.

C. Substitutions must be of the same or higher quality and at the **same or lower price**. Payment of items will be based on the price in the vendor's electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid. If the price of

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the substituted item is lower than the price of the item originally ordered, the vendor shall invoice at the lower price and not the catalog price.

V. HOLIDAYS

A. All orders are to be delivered on the specified delivery date, except for Federal holidays, as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Note: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

B. Holidays celebrated by your firm, other than those specified above, must be listed below. Also specify your policy for celebrating holidays that fall on the weekend.

VI. SURGE/MOBILIZATION**A. Readiness Plans - Surge/Mobilization****1. Surge**

The capability to handle a large increase in case volume for short periods of time with very little lead-time may be required at various times throughout the term of the contract. Services may experience unscheduled arrival of troops, with only a few hours notice, as part of normal operations, where the order requirements could more than double from their normal usage on a given days notice. The timing of these types of surges will be impossible to anticipate. Pricing constraints for items furnished in this fashion shall be the same as those for routine, non-surge orders.

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**2. Mobilization**

The capability to handle full-scale military mobilization or national emergency where-in consumption could easily double or triple the case requirements at any site for a protracted period must also be provided for. The offeror must develop a readiness plan outlining how they would meet this increased workload by, for example using additional suppliers, subcontractors, etc. As with surge support, pricing constraints for items furnished in this fashion shall be the same as those for routine, non-mobilization orders.

3. The Government reserves the right to test the Prime Vendor's Readiness Plan.

4. When units deploy for training exercises outside their zone, their current Prime Vendor will be given the opportunity to supply the unit's requirements. If the current vendor cannot perform this function at no additional cost, or the Vendor does not wish to accept the mission, the requirements will be turned over to the Prime Vendor supporting the zone in which training will occur.

VII. EMERGENCY ORDERS

All emergency order(s) for supplies must be same day service. Expeditious fulfillment of the emergency requirement is imperative. The Prime Vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number. The offeror is required to submit their plan for handling emergency orders; as well as what they actually consider an emergency, and additional costs, if any. The Prime Vendor shall provide, at a minimum, two (2) emergency orders per month, per individual ordering activity, at no additional charge to the government.

VIII. AUTHORIZED RETURNS

A. The contractor shall accept returns under the following conditions:

1. Products shipped in error;
2. Products damaged in shipment;
3. Products with concealed or latent damage;
4. Products that are recalled;
5. Products that do not meet shelf life requirements;
6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule;

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7. Products delivered in unsanitary delivery vehicles;
8. Products delivered that fail to meet the minimum / maximum specified temperature;
9. Quantity excess as a result of order input error and/or Purchase Ratio Factor error; and
10. Any other condition not specified above that is deemed to be a valid reason for return.

IX. SHORT SHIPMENTS / SHIPPING ERRORS

A. The receiving official will annotate short shipment(s) on the delivery ticket/invoices that accompany the delivery.

B. Any product delivered in error by the distributor must be picked up on the next delivery day after notification by the ordering facility.

CONTRACT ADMINISTRATION DATA**I. CONTRACTING AUTHORITY**

A. The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.

B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.

C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

II. INVOICING

A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoice/delivery ticket, keep one (1) copy and return the Original copy to the vendor. **Any changes must be made on the face of the delivery ticket/invoice; attachments are not acceptable.**

B. All invoicing for payment is to be filed electronically using EDI transaction set 810 (Attachment 2). No paper invoices shall be submitted to DFAS for payment. **All invoices submitted by the prime vendor must be "clean"**, i.e. all debits and/or credits must be reflected on the invoice prior to its submission.

C. **Invoice transactions may be submitted to DSCP daily; however it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.

D. The same invoice cannot be submitted with different dollar amounts.

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E. You will be required to submit test 810 transactions sets 30 days prior to first order. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.

F. Any manually keyed, or Emergency, order must contain the word "Emergency" in the Purchase Order field when the invoice is submitted for payment. Failure to follow this procedure may result in the rejection of your invoice.

G. **For catch weight items, standard rounding methods must be observed i.e. <5, rounded down; >or =5, rounded up. All weights must be rounded to whole pounds using standard rounding methods.** Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.

H. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.

I. Although invoices must be submitted electronically via an 810 Electronic Invoice, the following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice.

DFAS – Columbus Center
Attn: DFAS-BVDP
P. O. Box 182317
Columbus, OH 43218

J. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

1. Contract Number, Call or Delivery Order Number, and Purchase Order Number;
2. DoDAAC;
3. Contract line listed in numeric sequence (also referred to as CLIN order);
4. Item nomenclature;
5. LSN or NSN;
6. Quantity purchased per item in DSCP's unit of issue;
7. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**III. PAYMENTS**

- A. DFAS Columbus Center is the payment office for this acquisition.
- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Terms and Conditions - Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".
- C. Payment is currently being made in approximately seven (7) days after the receipt of a proper invoice, however, is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). This timeframe is expected to be changed to approximately ten (10) days by the time this contract is awarded. **All 810 electronic invoices must be submitted with accurate, complete, and "clean" data before any payment can be made.**
- D. All offerors must have the ability to accept an 820 EDI transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
- E. Vendor Reconciliation Tool – In an effort to improve the payment process, vendors will soon have the ability to view what the customer has or has not receipted, via the BSM website. The vendor will have access to "unreconciled" information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the Prime Vendor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately four (4) days; however, consideration is being given to increase this timeframe to ten (10) days before the estimated implementation date of March 1, 2004.
- F. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses". However, the election as to whether to make payment by check or electronic funds transfer is at the option of the government.

IV. ADMINISTRATION

A. The DSCP Prime Vendor Office will perform administration of the contract.

B. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.

C. The DSCP Contracting Officer must approve any changes to the contract.

SPECIAL CONTRACT REQUIREMENTS***I. NOTICE TO OFFERORS***

Prospective offerors are hereby advised that although there is a guaranteed minimum of 10% on this contract, DSCP cannot guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the successful Prime Vendor. Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering will be based on the performance of the Prime Vendor.

II. MANAGEMENT REPORTS

The contractor shall electronically transmit the following reports to the DSCP Contracting Officer and Account Manager on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month. For example, if the reporting period is January 1 through January 31, the reports must be received by February 7.

A. Descending Dollar Value Report - Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled. This report shall be submitted by individual customer accounts AND also by the total customer base in each zone.

B. Small Business Subcontracting Report -

1. This report should list all products manufactured and/or supplied by small business, small disadvantaged businesses, minority owned small business, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), women-owned small businesses (WOSB), women owned small disadvantaged businesses (WOSDB), HUB Zone small businesses, veteran owned small business (VOSB), serviced disabled veteran small businesses (SDVOSB) and Javits-Wagner-O'Day (JWOD). This should be sorted by manufacturer/supplier and include quantity and dollar value and should be sorted by the applicable business size category of the manufacturer/supplier. NIB/NISH firms are not to be categorized under Small Disadvantaged Businesses as they are non-profit organizations and should be considered their own separate category.

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NOTE 1: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs.

NOTE 2: SBA must certify SDB and HUB Zone businesses.

2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

3. Javits-Wagner-O'Day (JWOD) – This report must list all products supplied by JWOD firms. Total dollars and percentages should be highlighted within the Socioeconomic Report. Progress reports regarding these subcontracting efforts relative to JWOD entities are also required.

C. Product Line Manufacturer/Supplier Listing - this report shall list all items purchased along with quantity and dollar value. It shall be sorted by Manufacturer/Supplier and annotate whether the manufacturer/supplier is a large business, or small business. All Small Businesses are to be broken in the sub-categories as listed above.

D. Fill Rate Report - the fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. No other method of calculating fill rates should be included. Mis-picks and damaged cases should not be included in this calculation. This report should reflect the fill-rates with and without substitutions. The report should specify fill rates per customer and an overall average fill-rate for all customers under the contract for the month being reported.

E. Customer Service Report - The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.

F. Rebate Reports -

1. General Rebates - All rebates that have been passed along to the customer via off-price reductions, or that are due to the customers, shall be summarized by listing each customer and the rebate amount. Also include the manufacturer offering the rebate and the product usage. The total should be per customer and per contract.

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2. Food Show Rebates - This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show and should be received by the Contracting Officer no later than two weeks after the end of the special pricing period. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

G. Financial Status Report - In order to ensure timely payments, a summarized accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis. The report should be categorized by time periods, and sorted further by customer. If problems should occur, a detailed listing by invoice number/call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.

III. CATALOG ORDER GUIDE

The contractor shall provide a catalog order guide, with descriptions and pack sizes, to each of the customers serviced under this contract. At a minimum, the order guide should list the DSCP Stock Number, DSCP Unit of Issue, the contractor's part number, and the brand of each item.

IV. CUSTOMER SERVICE

A. The Prime Vendor shall provide at least one (1) full time Customer Service representative to maintain continuous contact with all of the ordering activities. The name of the representative and the phone number, mobile phone number, beeper number, email address, or any other method of communicating with the representative, shall be furnished to the customers after award.

B. Since many of our customers only have access to the government phone network, it is strongly preferred that a toll free number be provided.

V. DLA MENTORING BUSINESS AGREEMENT (MBA)

A. The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB) and HUB Zone (HZSB) small business concerns for value added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that

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have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.

B. DLA MBA's encourage participation and growth opportunities for small business concerns and JWOD entities in a best value, long-term contracting environment. The submitted plan should consist of one or more agreements between the prime contractor and a SB/SDB/WOSB/HZSB or JWOD workshop that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth, which is measurable and meaningful.

C. Participants:

Cite the criteria in selecting a firm or firms with whom to mentor. In addition, include the following information with all submissions:

1. Name, address, and plant location for contract holder and potential SB/SDB/WOSB/HZSB or JWOD participant(s).
2. Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from all parties.
3. The number of people employed by SB/SDB/WOSB/HZSB or JWOD concern. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

D. Agreement Type

1. Describe the type of agreement executed by the contract holder and the SB/SDB/WOSB/HZSB or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans, which identify new business ventures rather than expansion of existing agreements, are preferred.
2. DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development /enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other governmental and commercial customers.

3. Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

E. Measurement and Reporting

1. Provide milestones for program implementation.

2. Discuss and describe the measurement/yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

a. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB/HZSB and JWOD workshops under DLA contracts.

b. An improvement in the level of participation in DOD, other federal agencies and commercial contracting opportunities.

3. Mentors will be required to submit periodic progress reports on their agreements.

INCORPORATED BY REFERENCE**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> **OR** <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>..

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> **OR** <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

225.7002-2 EXCEPTIONS

(j) Acquisitions of foods manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced, except that, in accordance with section 8136 of the DoD Appropriations Act for Fiscal Year 2003 (Pub. L. 107-248), the following foods are subject to the restrictions in 225-7002-1: Fish, shellfish, or seafood manufactured or processed in the United States; and fish, shellfish, or seafood contained in the foods manufactured or processed in the United States.

CLAUSES INCORPORATED BY FULL TEXT**52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY (FEB 2002)**

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or a JWOD central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contract for JWOD central nonprofit agencies are:

(1) National Industries for the Blind (NIB) 1901 North Beauregard Street, Suite 200 Alexandria, VA 22311-1705 (703) 998- 0770

(2) NISH, 2235 Cedar Lane, Vienna, VA 22182-5200 (703) 560-6800

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)****(a) North American Industry Classification System (NAICS) Code and Small Business Size Standard.**

The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of Offers.

Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product Samples.

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at

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no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple Offers.

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same

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time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract Award (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple Awards.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of Requirements Documents Cited in the Solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100

470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

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(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at
<http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number.

(Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration.

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), Submission of Offers.

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).

☒ Faxed offers are NOT authorized for this solicitation.

☐ Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Paragraph (b), Submission of Offers, is expanded as follows:

(12) Proposal Preparation

(i) Two (2) different techniques shall be utilized when submitting your proposal – an Oral Presentation and a written proposal. Except where otherwise noted, the Technical Proposal shall be orally presented in accordance with the instructions outlined in the "Instructions, Conditions and Notices to Offerors". The Business Proposal must be submitted in writing. The Technical Proposal information required to be submitted in writing must be prepared separately and shall not be combined with the Business Proposal. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>VOLUME</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>	<u>SUGGESTED TIME LIMIT (MAXIMUM)</u>
I	Technical (Oral)	6 sets of Briefing Charts**	3 Hours for 1 zone 3 ½ hrs for 2 zones
I	Technical (Written)	6	N/A
II	Business	2	N/A

**Include any presentation materials to be used (i.e. slides, videos, etc.).

(ii) Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or pricing data. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and price information shall only be contained in Volume II, Business Proposal. Each volume shall be bound separately and labeled appropriately.

(iii) Volume I, Technical Proposal

The following applies to both the written portion of the Technical Proposal as well as the Oral Presentation (See Submission Requirements, Technical Proposal, Volume I)

(A) The technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified in the solicitation section entitled Submission Requirements may be considered a "no response" and may not be ratable or may warrant a "Poor" rating for the applicable factor, sub factor, element or sub-element.

(B) Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

(C) Firms should prepare proposals and address elements in the same order as presented in the solicitation section entitled Technical Proposal Evaluation Criteria to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

(D) To be considered acceptable, the technical proposal must provide, at a minimum, the information requested in the section entitled Submission Requirements.

(iv) Volume II, Business Proposal

(A) The offeror is required to furnish limited pricing information as outlined in the solicitation section entitled Submission Requirements.

(B) To be acceptable, the firm's business proposal must be complete, realistic, and reasonable.

(v) Unless otherwise stated, the technical proposal and business proposal must both be submitted by the date and time specified for the receipt of proposals on page 3 of the solicitation, or as amended, if applicable.

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(vi) A SIGNED and COMPLETED SOLICITATION must accompany the technical and business proposals in its entirety, as well as any amendments, if applicable. Make sure all clauses that require a response are completed. Offerors may retain the attachment entitled "EDI Guidelines for Subsistence Prime Vendor" for future reference.

3. Paragraph (c), Period for Acceptance of Offers.

☒ Period of acceptance is 180 days.

4. Paragraph (f), Late offers is changed to read as follows:

Late proposals and revisions. Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and:

It was sent by mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after the receipt at the Government installation.

It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals.

There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

It is the only proposal received.

Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

Notwithstanding the above, a late modification or revision of any otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

Proposals may be withdrawn by written notice (including facsimile) received at any time before award.

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**5. Paragraph (h), Multiple Awards.**

- ☒ The Government intends to make one award PER ZONE
☐ Offers may be submitted for quantities less than those specified.

CLAUSES INCORPORATED BY FULL TEXT**52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- I. Corporate Experience/Past Performance
- II. Distribution System/Capability
- III. Quality Assurance
- IV. Socioeconomic Considerations
- V. Javits-Wagner-O'Day (JWOD) Act Entity Support
- VI. DLA MBA Mentoring Program

Technical and past performance, when combined, are:

- ☒ Significantly more important than cost or price
- ☐ Approximately equal to cost or price
- ☐ Significantly less important than cost or price

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

ADDENDUM TO 52.212-2

Clause 52.212-2 "Evaluation – Commercial Items", which is incorporated herein in full text, is revised as follows:

1. Paragraph (a) is hereby expanded to read as follows:

However, when proposals become equal in technical merit, the evaluated cost or price becomes more important. As technical merit and the evaluated cost or price become essentially equal, other factors, as listed below, may be used as discriminating elements for determining the selection of a source among otherwise substantially equal offers. They are listed in descending order of importance:

1. Small Disadvantaged Business Concerns;
2. Small Business Concerns which are also Women Owned Small Business Concerns;
3. Other Small Business Concerns;
4. Other concerns which are Women Owned Business Concerns

2. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

(1) Summary

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and business evaluation as described in paragraph (b)(2) below. The Contracting Officer may make a competitive range determination based on these evaluations, and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further technical and business evaluations. Finally, a proposal will be selected for award by the SSA, as described in paragraph (b)(3) below.

(2) Evaluation Process.

(i) Technical Evaluation Process – Offerors are required to present a portion of the technical information orally and to submit the remainder of the technical proposal in writing, as prescribed in the section of this solicitation entitled "Submission Requirements". Each technical proposal will be evaluated by the Technical Evaluation Panel in accordance with the

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technical factors specified in paragraph (a) above. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.

(ii) Business Evaluation Process – Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, “Contract Pricing”. The Government will evaluate the successful offeror’s proposal to determine cost or price realism. Cost or price realism will demonstrate an offeror’s understanding of the requirements of the solicitation. Included in this process is the evaluation of options. The Government will evaluate offeror’s pricing on the items selected from the list of items referenced in the Schedule of items. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option years in the same manner. All five (5) totals will be added together to determine the lowest overall cost to the Government. Distribution prices that do not relate to the market basket items will be evaluated for fairness and reasonableness. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the options shall not obligate the Government to exercise the option(s).

(3) Selection Process

The final technical and business evaluation reports will be furnished to the Contracting Officer by the Technical Evaluation Panel. The Contracting Officer will prepare a written recommendation for award and forward it to the SSA. It is the ultimate decision of the SSA to determine which offeror receives the award.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (JUN 2003) ALTERNATE I (APR 2002)**

(a) Definitions. As used in this provision:

“Emerging Small Business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the North American Industry Classification System (NAICS) code designated.

“Forced or Indentured Child Labor” means all work or service—

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(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-Disabled Veteran-Owned Small Business Concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small Business Concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-Owned Small Business Concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-Owned Business Concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-Owned Small Business Concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c)

and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government.

(4) Type of Organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common Parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:
Name _____

TIN

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(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small Business Concern.

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-Disabled Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small Disadvantaged Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) Women-Owned Business Concern (other than small business concern).

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is a women-owned business concern.

(7) Tie Bid Priority for Labor Surplus Area Concerns.

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

_____.

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(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.*

【Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.】

(i) 【Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).】

The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) 【Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).】

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) 【Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.】

(i) *General.*

The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is identified, on the date of this representation, as a certified small disadvantaged

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business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.*

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]**

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

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[The offeror shall check the category in which its ownership falls]:

- ☐ Black American.
☐ Hispanic American.
☐ Native American
 (American Indians, Eskimos, Aleuts, or Native Hawaiians).
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
☐ Subcontinent Asian (Asian-Indian) American
 (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
☐ Individual/concern, other than one of the preceding.

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.*

The offeror represents that--

- (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 (ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.*

The offeror represents that--

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
 (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).*

(Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**(f) Buy American Act Certificate.**

(The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

(g) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate.

(The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Products.

Listed End Product

Listed Countries of Origin

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**(2) Certification.**

(If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

52.212-3 ADDENDUM

(a) Definitions – Delete first paragraph referencing “Emerging Small Business”.

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2003)**(a) Inspection/Acceptance.**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) within a reasonable time after the defect was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

The Contractor or its assignee may assign its rights to receive payment as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**(c) Changes.**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes.

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable Delays.

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;

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(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN)> The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent Indemnity.

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items Accepted.

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment.

The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT).

If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**(5) Overpayments.**

If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of Loss.

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes.

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's Convenience.

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for Cause.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**(n) Title.**

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of Liability.

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other Compliances.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of Precedence.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) the schedule of supplies/services;
- (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) the clause at 52.212-5;
- (4) addenda to this solicitation or contract, including any license agreements for computer software;
- (5) solicitation provisions if this is a solicitation;
- (6) other paragraphs of this clause;
- (7) the Standard Form 1449;
- (8) other documents, exhibits, and attachments; and
- (9) the specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR

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database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-4 ADDENDUM

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following: "Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer."

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2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

(1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

(i) method of shipment or packing;

(ii) place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract."

3. Paragraph (i), Payment.

[] Delete the 1st sentence and substitute the following: **Fast Payment** procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government

4. Paragraph (o), Warranty, is revised to add the following:

"In the event that a product recall is initiated by the Prime Vendor, supplier or manufacturer, the Prime Vendor should following the procedures as outlined below:

(1) Immediately notify the following personnel:

(i) Customers that have received the recall product

(ii) DSCP Contracting Officer

(iii) DSCP Account Manager

(iv) DSCP Consumer Safety Officer at 215-737-3845

(2) Provide the following information to the DSCP Consumer Safety Officer:

(i) Reason for recall

(ii) Level of recall, i.e. Type I, II or III

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- (iii) Description of product
 - (iv) Amount of product
 - (v) List of customers that have received product
 - (vi) Name and phone number of responsible person (Recall Coordinator)
- (3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DSCP Consumer Safety Officer."

5. Paragraph (t), Price Changes, is added as follows:

(t) Price Changes.

(1) Definitions.

(i) Unit Price – The total price charged to DSCP per unit for a product delivered to the Government consists of two components: delivered price and distribution price. The price shall not extend more than two (2) places beyond the decimal point.

(ii) Delivered Price – The actual last invoice price of the product paid to the manufacturer/supplier, delivered to the Prime Vendor's facility.

(iii) Distribution Price – The firm fixed price, offered as a dollar amount, which represents all the elements of the contract price other than the delivered price. The distribution price will consist of the prime vendor's projected general and administrative overhead, profit, packaging costs and any other projected expenses associated with the Prime Vendor function. Offeror's may only include the cost of moving product to the port if this service is not provided for by the carrier when using a commercial carrier.

(2) Effective Period of Prices. The offeror warrants that the unit prices in effect **at the time of order** will be honored for a period of six (6) days.

(3) The offeror also warrants that its unit prices are equal to or lower than its most favored customer for similar quantities under comparable terms and conditions. Should price verifications reveal any instances of overpricing, the contractor further agrees to reimburse the Government for that amount.

(4) For the purpose of unit price adjustment, the offeror shall indicate its distribution price per unit of issue for each category of items which shall be expressed as a dollar figure. The distribution price may differ per category; however, each category and the associated items which fall under it, must have the same unit of issue. (The distribution price must always be equal to the unit price less the delivered price.) The distribution price, as proposed in the offer and accepted by the Government, shall remain fixed throughout the term of the contract.

(5) The delivered price for each item is influenced by commercial market forces, such as supply and demand, and competition among suppliers, and may, therefore, fluctuate. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by

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Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Thursday, 1:30 PM Philadelphia time. See Attachment 1: EDI Implementation Guidelines for more information of the various EDI transaction sets required under this contract.

(6) Upon request, the Prime Vendor shall furnish to the Government data, as required by the Contracting Officer, to support price changes and to confirm that the contract unit prices under this contract are fair and reasonable and are based on the catalog or market prices which it pays to its suppliers. This supporting documentation shall be in the form of delivered price invoices and unit prices charged to the Prime Vendor's commercial business as well as suppliers' quotations, invoices, catalogs, published price lists and any other information as required by the Contracting Officer.

(7) The Government shall perform price verification analyses from time to time throughout the term of the contract. When requested, the contractor shall provide to the Contracting Officer delivered price invoices. The Prime Vendor shall keep all delivered price invoices for a period of at least one (1) year after issuance of the applicable delivery order. As minimum, the Contracting Officer shall review the invoice in conjunction with the distribution to verify the accuracy of the delivery order unit price (i.e. the unit price in effect with the contractor's electronic catalog at the time of delivery order placement).

(8) The delivered price plus distribution price should equal the delivery order unit price. The contractor shall promptly refund any overcharges discovered during this process. Overcharges shall also result in more frequent price verification analyses.

(9) The Prime Vendor shall obtain product from suppliers who can provide the best value to the Government in terms of price, delivery, and quality. Whenever appropriate, the Prime Vendor shall take advantage of "reduced price specials" and "sales" offered by suppliers, as well as those manufacturers that have a National Allowance Program Agreement (NAPA) with DSCP. A list of NAPA holders is attached to this solicitation.

(10) The requirements of this clause shall also apply to new items added to the Contractor's electronic catalog after contract award.

NOTE: In conjunction with the above clause, the contractor should note the following: Variable weight items (such as meat and poultry roasts, turkey, etc.) and lump sum billing cannot be receipted in decimals, e.g. 4.6 pounds. Contractors must round using Standard Rounding Methods.

(11) Offerors are advised that the Contracting Officer intends to conduct price verification analysis in the following manner:

(i) Periodically, the Price Verification Team may require the contractor to provide copies of specific invoices from suppliers covering up to

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100 items that were previously ordered. These invoices will be used to verify that the Government is only being charged the actual product cost plus the negotiated distribution fee.

(ii) The Price Verification Team will request the above documentation in writing and the contractor will have thirty (30) days after the request to furnish the documentation.

(iii) A report of overcharges and undercharges (if applicable) will be forwarded to the contractor with a request for payment, if appropriate. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.

(iv) The Government may elect to expand the scope of the price verification analysis if overcharges are discovered. The Government may also elect to reduce the scope of the price verification analysis if no overcharges are discovered.

(v) Unit prices shall be limited to a maximum of two (2) decimal places. For evaluation and award purposes, offers containing a unit price of more than two (2) decimal places shall be rounded off to two (2) decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two (2) decimal places and may not precisely reflect the quantity(ies) times the unit price(s). Payment shall be accomplished on a unit price basis.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS (OCT 2003)[DEVIATION]**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: **52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).**

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X **(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).**

 (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 2402).

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 X (3) 52.219-4, **Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)** (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

_____ (4)(i) 52.219-5, **Very Small Business Set-Aside (JUN 2003)** (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

_____ (4)(ii) Alternate I (**MAR 1999**) of 52.219-5.

_____ (4)(iii) Alternate II (**JUN 2003**) of 52.219-5.

_____ (5)(i) **52.219-6**, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

_____ (5)(ii) **Alternate I** (OCT 1995) of 52.219-6.

_____ (6)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUN 2003)(15 U.S.C. 644).

_____ (6)(ii) **Alternate I** (OCT 1995) of 52.219-7

 X (7) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

 X (8)(i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)).

_____ (8)(ii) **Alternate I** (OCT 2001) of 52.219-9

_____ (8)(iii) **Alternate II** (OCT 2001) of 52.219-9

_____ (9) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

_____ (10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

_____ (10)(ii) **Alternate I** (JUN 2003) of 52.219-23.

_____ (11) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____ (12) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 X (13) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).

 X (14) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

 X (15) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).

 X (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).

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- X (17) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- X (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X (19) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ____ (20)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ____ (20)(ii) **Alternate I** (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

Paragraphs (21) through (23) are not applicable and have been deleted.

- X (24) **52.225-13**, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

Paragraphs (25) and (26) are not applicable to DoD acquisitions and have been deleted.

- ____ (27) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002 (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ____ (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 225(f), 10 U.S.C. 2307(f)).
- X (29) **52.232-33**, Payment by Electronic Funds Transfer— Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ____ (30) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ____ (31) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ____ (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- X (33)(i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

- ____ (33)(ii) **Alternate I** (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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____ (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989)(41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DoD Class Deviation Number 2000-00006).

____ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act – Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR

Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this

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paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246);

(iii) **52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212);**

(iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793);

(v) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003) DFARS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X **52.203-3** Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

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☒ **252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☒ **252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ **252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☒ **252.225-7001** Buy American Act and Balance of Payments Program (APR 2003) 41 U.S.C. 10a-10d, E.O. 10582).

☒ **252.225-7012** Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ **252.225-7014** Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ **252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ **252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (APR 2003)

(☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

☐ **252.225-7021** Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ **252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☒ **252.225-7028** Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ **252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003)

(☐ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ **252.225-7038** Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

☐ **252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).

☐ **252.227-7015** Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ **252.227-7037** Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☒ **252.232-7003** Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

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___ **252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

X **252.247-7023** Transportation of Supplies by Sea (MAY 2002) (___Alternate I) (MAR 2000) (___Alternate II) (MAR 2000) (___Alternate III) (MAY 2002) (10 U.S.C. 2631).

___ **252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003)(10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency operation” means a military operation that-

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during

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a war or during an national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

"Humanitarian or peacekeeping operation" means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d)(2)(B)).

(End of Clause)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.215-9002 SOCIOECONOMIC PROPOSAL (MAR 1996) DLAD

In addition to any subcontracting plan required by the clause 52.219-9:

(i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

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(ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged and women-owned small business concerns during the contract period.

(iii) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged and women-owned small businesses.

(iv) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

(End of provision)

52.215-9003 SOCIOECONOMIC EVALUATION (OCT 1996) DLAD

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Agency's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

(End of provision)

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**52.215-9004 JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL (DEC 1997) DLAD**

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).

(End of provision)

52.215-9005 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION (DEC 1997) DLAD

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its

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plan. This plan will be monitored by the cognizant Defense Contract Management Agency activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

(End of provision)

52.215-9006 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT - CONTRACTOR REPORTING (DEC 1997) DLAD

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount

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of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (DEC 1997) DLAD

(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small businesses are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protege, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protege will be

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expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protege will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protege selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Agency) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

(End of Provision)

52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DEC 1997) DLAD

(a) The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protege based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the contracting officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.

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(b) The contractor-mentor and its protege(s) shall meet semi-annually with the DLA contracting officer and the small business specialist(s) from the buying activity and/or the DCMA component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protege that has voluntarily been submitted to the Government shall be compared by the contracting officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

(End of clause)

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—
CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

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(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is

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on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a

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protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

(End of provision)

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see [DLA Directive 5145.1](#)). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here (**Vendor fill-in 1** ____). Alternate wording may be negotiated with the contracting officer.

(End of provision)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage,

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accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

**252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION
(NOV 2001)**

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30

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days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

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(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

**252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (APR 2003) DFARS****(a) Definitions.**

"Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product," have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

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(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and Identification of Country of Origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(3) *The following end products are other foreign end products:*

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

252.225-7001 Buy American Act and Balance of Payments Program (APR 2003)

(a) *Definitions.* As used in this clause-

(1) "Component" means an article, material, or supply incorporated directly into an end product.

(2) "Domestic end product" means-

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in

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the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) "End product" means those articles, materials, and supplies to be acquired under this contract for public use.

(4) "Foreign end product" means an end product other than a domestic end product.

(5) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(6) "Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.

(7) "Qualifying country end product" means-

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

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(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act-Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply-

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and
(ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/ tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

**52.209-9P04 CERTIFICATION OR DISCLOSURE OF DEBARRED OR
SUSPENDED SUBCONTRACTORS, SUPPLIERS OR
INDIVIDUALS (JAN 1992) DSCP**

(a) Contractors are prohibited from using suspended or debarred contractors as subcontractors or suppliers.

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, or any tier, or supplier appearing in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

(2) Verification of any contractor suspected of appearing in the above list may be obtained by contacting the contracting officer at the office shown on page 1 of the solicitation.

(3) Debarred or suspended contractors proposed as subcontractors or suppliers:

Name and Address of Contractor(s)

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(4) Approval to use a debarred or suspended contractor as a subcontractor or supplier shall not be given by the Government unless there are compelling reasons for this approval.

(5) Failure on the part of the offeror to comply with this clause in any contract resulting from this solicitation may result in the Government terminating the entire contract, or any portion thereof, pursuant to the "Default" clause of such contract.

(6) The offeror agrees, if awarded a contract under this solicitation, to insert the substance of this clause, including this paragraph (6), in every subcontract resulting from such contract and to require its subcontractors and suppliers to do likewise.

(b) In addition, offerors are required to identify below, as indicated, any suspended or debarred individual(s) appearing in the list in para (a)(1) above whom they employ, associate with or have a relationship to. Such employment, business associations and relationships will be examined to determine the impact of those ties on the responsibility of the offeror as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

Name and Title of Suspended or Debarred Individual(s): Organization: (If other than offeror)

Describe Association/Relationships: (e.g., employer, consultant)

(End of clause)

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

(End of clause)

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

52.211-9P38 PLACE OF PERFORMANCE (OCT 2003) DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.

(b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer's written approval.

(c) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

[](d) When a subcontractor is to perform any portion of the work called for in this solicitation or any resulting contract, the contracting officer may require a copy of the subcontracting agreement. If a copy of the agreement is requested, the contracting officer will furnish a DSCP Form 1780, Addendum to Subcontracting Agreement, for execution, signature and return by the offeror/prime contractor.

52.215-9P09 PRE-PROPOSAL CONFERENCE (AUG 2000) DSCP

(a) A pre-proposal conference will be held at DSCP to explain and clarify the requirements of this solicitation and to respond to general questions raised by prospective offerors. Interested firms are encouraged to attend. Write or call the Contracting Officer, Janine Samoni, at 215-737-7741 (EMAIL Janine.Samoni@dla.mil) or the Contract Specialist, Diann Owens, at 215-737-4275 if you plan to attend. The DSCP FAX number is 215-737-7194 or 8060.

(b) Prospective offerors are requested to submit questions in writing at least five (5) days prior to the conference to allow inclusion of the questions in the agenda. Questions will be considered at any time prior to or during the conference, however, offerors will be asked to confirm verbal questions in writing. Responses to all questions will be incorporated in an amendment to the solicitation.

(c) The Government will not be liable for expenses incurred by an offeror prior to contract award.

(d) Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing.

(e) The conference will be held at:

Location:	Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111-5092 Bldg. <u>6</u> , Room No. <u>6B313</u>
Date:	December 3, 2003
Time:	9:30 A.M.

(f) Cutoff date for receipt of questions is: December 1, 2003

(g) If planning to attend this conference, please submit the following information:

- Name of firm
- Name and title of representative(s) who will attend
- Address of firm
- Phone and FAX numbers
- Size of business

(End of clause)

**52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF
DELIVERY ORDERS (AUG 1992) DSCP**

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may reprocure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular reprocurement action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

(End of clause)

**52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-
QUANTITY CONTRACT TERM EXTENSION (AUG 2002)
DSCP**

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the Schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for four (4) additional one (1) year period(s) by written notice to the contractor

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within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply.

(h) The total duration of any options exercised under this clause, shall not exceed 1 year

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(End of Clause)

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION
FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY
CONTRACT (JAN 1992) DSCP**

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and dates when ordered), these offers will be evaluated using the highest option price offered for each item.

(End of clause)

**52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN
PROCESSING CONTRACT MODIFICATIONS (JAN 1992)
DSCP**

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

(End of clause)

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

() (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily

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approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

() (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments".

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs"

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published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(iv) Fish and fishery products from establishments listed in the "Approved List--Sanitary Inspected Fish Establishments", published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers", published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service", Public Health Service Publication No. 229.

(vi) "Dairy Plants Surveyed and Approved for USDA Grading Service", published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists", published by the U.S. Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Fruits, vegetables and juices thereof.

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).

(iv) foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.

(4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", bearing labels reading "Distributed By", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

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(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency.

Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature.

(Semiperishable supplies shall be delivered in a non-refrigerated conveyance.) The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

(End of clause)

**52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-
WHOLESOME MEAT ACT (JAN 1992) DSCP**

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this

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warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefor; provided, that if the supplies are seized under either act, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

(End of clause)

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

I. GENERAL INFORMATION

A. The Government is committed to utilizing the Trade-off Process as a means of selecting the most qualified vendor to support the needs of the customers listed in this solicitation while assessing acquisition procedures, quality assurance practices, and reasonable pricing, as well as other factors.

1. Two (2) different techniques will be utilized when submitting the technical proposal, an Oral Presentation and a written proposal. Except where otherwise noted, the Technical Proposal shall be orally presented in accordance with the instructions outlined in these "Instructions, Conditions, and Notices to Offerors." The Business Proposal must be submitted in writing. The Technical Proposal information required to be submitted in writing must be prepared separately in the quantities shown below and shall not be combined with the Business Proposal.

NOTE: The number of copies below applies to each zone. If you are offering on more than one zone, you MUST submit 6 copies of the technical proposal and 2 copies of the business proposal for EACH zone.

<u>WRITTEN VOLUME</u>	<u>TITLE</u>	<u>NO. Of COPIES</u>
I	Technical (written)	6
	Formal Oral Presentation	
	Briefing Charts **	6
II	Business	2

*****To include any presentation materials to be used (i.e. slides, videos, handouts, etc.). The names and titles of the presenters and copies of handouts must be included in the written proposals, either on your briefing charts or as an attachment to the written part of your technical proposal.***

2. Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or pricing data. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and Pricing information shall only be contained in Volume II, Business Proposal. Each volume shall be bound separately and labeled

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accordingly. This also applies to those firms offering on both zones. Each volume shall only contain information on one zone; combining proposals will not be permitted.

B. Proposals will be evaluated for both technical excellence and price reasonableness in accordance with the evaluation criteria outlined in the "Evaluation Factors for Award" section of this solicitation. Technical factors listed in this solicitation are considered to be more important than price (business) factors. However, as proposals become more equal in their technical merit, the evaluated price becomes significantly more important. The offeror must clearly demonstrate its capability to support the customers' requirements in the most efficient, cost-effective manner. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology will be adjectival, i.e., Excellent, Good, Fair, or Poor. A Neutral rating for socio-economic consideration within the past performance factor may also be used.

C. In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, **please address the factors in the order in which they appear in the solicitation.** Failure to do so may result in the Technical Evaluation Panel overlooking important information.

D. The Technical Proposal shall be used for evaluation purposes only and is not considered to be part of the contract. The Government reserves the right to incorporate into the resultant contract(s) those elements of an offeror's technical proposal that exceed solicitation requirements. The Business Proposal "Market Basket of Items" delivered prices are essentially for evaluation purposes, however, the market basket items will become part of the catalog. These prices should not dramatically change for orders placed early in the contract unless documented market conditions arise.

E. Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition are not desired. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

F. The Government reserves the right to verify any information presented in the technical and business proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted during the evaluation process.

II. ORAL PRESENTATIONS AND SITE VISITS*A. What is an "Oral Presentation"?*

An oral presentation is a technique that provides offerors with an opportunity to present information through verbal means as a substitute for information traditionally provided in written form under the cover of the offeror's proposal. The oral presentation is not a mere restatement or replication of the written proposal information but is in lieu of it. The purpose of using the Oral Presentation technique is to eliminate, or greatly reduce, the need for written material, where information can be conveyed in a more meaningful and efficient way through verbal means. One of the benefits of Oral Presentations is that it permits the evaluators to receive information demonstrating the offeror's understanding of the work or describing how the work will be performed, directly from the key members of the offeror's team that will actually perform the work. The Oral Presentation should demonstrate the offeror's understanding of the work to be performed and describe how the work will be performed.

B. What is a Site Visit?

The purpose of a site visit is to view the offeror's facility(ies) and business operations to verify what is presented in the Technical Proposal (Oral Presentation and Written Technical Portion). Site visits will be conducted after all Oral Presentations have been completed. You will be notified of the date of your site visit(s) approximately one week prior to the actual visit.

NOTE: The Technical Evaluation Panel may take pictures during the site visit. The offeror will refrain from the use of picture taking while the site visit is being conducted.

C. Instructions for Oral Presentations

1. A portion of the Technical Proposal will be submitted to the Technical Evaluation Panel (TEP) via an Oral Presentation. The Oral Presentations will be conducted at the Defense Supply Center Philadelphia (DSCP). The date of the Oral Presentation will be confirmed in writing within seven (7) working days after solicitation closing. It is anticipated that the first Oral Presentations will be scheduled to take place approximately fourteen (14) to twenty-one (21) working days after solicitation closing.

2. The Oral Presentation is to be made only by key members of the offeror's company, including any partner(s) whom will be directly involved in

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the successful performance of the resultant contract(s). The names and titles of the presenters must be included in the written proposal. If the offeror fails to indicate in its offer the names of those people who will be presenting at the Oral Presentation, then the presenter will be restricted to the individual who signed the proposal.

3. All Oral Presentations will be recorded on a VHS-format videotape. A copy of the videotape will be made available to the offeror, if requested. It should be noted that the awardee's oral presentation videotape may be used for future training sessions. Offerors will be allotted no more than three (3) hours to present information if offering on one (1) zone and no more than three and one-half (3 ½) hours if offering on both zones, as specified below, on the following technical factors:

- a. Corporate Experience/Past Performance
- b. Distribution System/Capability
- c. Quality Assurance
- d. Socioeconomic Considerations
- e. Javits-Wagner-O'Day Act Entity Support
- f. DLA Mentoring Business Agreement

4. It should also be noted that the DSCP Technical Evaluation Panel may audiotape the presentation for its immediate reference, in addition to the videotaping.

5. It should be noted that there shall only be one (1) Oral Presentation per submission, i.e. if there is any type of joint venture or partnership, only one (1) Oral Presentation at the three (3) hour or three and one-half (3½) hour limit will be permitted.

6. The Technical Evaluation Panel will NOT ask any questions during the presentation, nor will any questions from the presenters be allowed. There will be a break of approximately 20-minutes at the end of the first 1½ hours, then a 30-60 minute break at the end of the presentation. The Question and Answer period will immediately follow the Oral Presentation; this portion will also be video taped. During the Question and Answer period, the Technical Evaluation Panel will ask for any clarifications to the offeror's presentation. The offeror will not be permitted to ask questions of the panel other than to elicit a better understanding of the Technical Evaluation Panel's question. The Oral Presentation, or the Question and Answer session, will not constitute discussions as defined in FAR 15.306(d). DSCP reserves the right to award without discussions.

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7. The order in which Oral Presentations occur will be randomly selected, by lottery. Within seven (7) working days after the closing of the solicitation, offerors will be notified of the date when presentations are to be conducted. Once the date for the Oral Presentation is set, requests for changes will not be entertained. Offerors are reminded to specify in writing what dates would not be allowable for an oral presentation. The Oral Presentation dates will begin approximately fourteen (14) to twenty-one (21) days after the solicitation closing. Oral Presentations may not be scheduled for consecutive days.

8. The briefing charts to be used during the Oral Presentation will become part of the official record and must be submitted by the date and time specified for the receipt of proposals. Briefing charts received after this date and time are subject to the provisions of FAR 52.212-1(f). If Briefing Charts are not submitted by the date and time specified for closing, then the firm waives its right to use any charts during its Oral Presentation. **NO HANDOUTS WILL BE ACCEPTED DURING THE ORAL PRESENTATION.** The briefing charts may not be altered between the time of the closing and the Oral Presentation. Any changes to the briefing charts may result in a score of "Poor" for the factor to which the chart applied.

9. Offerors are reminded that they should not develop overly elaborate Oral Presentations or presentation material, including briefing charts. Briefing charts should be in the order the information in the solicitation is requested.

10. No pricing information shall be included in the Oral Presentation.

11. The offeror shall use the Oral Presentation as a means to communicate its understanding, approach, and experience in accomplishing requirements similar to those stated in the solicitation.

12. Oral Presentations will begin at approximately 9:00 am. If the offeror has not completed its presentation after 2 hours and 45 minutes, a 15-minute warning will be given. At the end of the three (3) hours, or three and one-half (3½) hours, if applicable, the offeror will be instructed to end its presentation and the recording equipment will be turned off. Any briefing charts that have not been presented within the time constraints listed above will not be considered as part of the proposal and will not be evaluated.

13. DSCP will make available for the Oral Presentations an overhead projector, screen, monitor, and VCR. Any additional audiovisual equipment that is required is the responsibility of the presenters. The offerors shall indicate in its proposal what equipment is needed for its oral presentation.

14. If technical difficulties are encountered during the taping of the Oral Presentation, or if it is discovered subsequent to the presentation that a technical difficulty occurred, the affected offeror(s) will be notified. However, the Government reserves the right to view the remaining videotapes during the evaluation process.

15. Any portion of the Technical Proposal that has been submitted in writing, but not listed in paragraph 18 below as being required in writing, must still be addressed in the Oral Presentation. Information pertaining to the technical proposal that is received in writing, but not required to be submitted in writing, will not be evaluated unless it is orally presented.

16. At the time of the closing of offers, the offeror shall submit detailed directions/maps to its facility from the closest major airport. The information will be used for future site visits. If the offeror will be utilizing warehouses/facilities that are in addition to, or separate from its primary place of business, then separate directions must be submitted for the additional location(s). It is also requested that offerors send recommendations and directions for lodging convenient to the warehouse/facilities.

17. DSCP reserves the right to request all, or parts of, the Technical Proposal that was (were) not initially requested, to be submitted in writing. Offerors will be given five (5) working days to document their proposal in writing.

18. The following technical information must be submitted in writing:

a. SF 1449 (Page 1 of solicitation) and any subsequent amendments to the solicitation with original signatures;

b. Certifications and Representations (All clauses that require a response must be returned);

c. List of references and contracts referenced in Section I., A. and B. of the Corporate Experience/Past Performance Evaluation factor;

d. Information relating to the required minimum amount/velocity to add product to inventory referenced in Section II. A. 3 of the Distribution System/Capability Evaluation Factor;

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- e. Fill Rates – with and without substitutions referenced in Section II. A. 4. of the Distribution System/Capability Evaluation Factor;
- f. Information relating to the firm’s policies regarding breaking cases referenced in Section II. A. 6. of the Distribution System/Capability Evaluation Factor;
- g. Force Protection Policy as referenced in II. B. 1. and 2. of the Distribution System/Capability Evaluation Factor.
- h. Fees associated with add-ons or cancellations referenced in Section II. E. 4. of the Distribution System/Capability Evaluation Factor;
- i. Readiness Plan referenced in Section II, G. 3., of the Distribution System/Capability Evaluation Factor;
- j. Sanitary Inspection Reports referenced in Section III, C. 3., of the Quality Assurance Evaluation Factor;
- k. Technical Descriptions referenced in Section III, E., of the Quality Assurance Evaluation Factor;
- l. Socioeconomic Considerations and Subcontracting goals as referenced in Section IV. B. 1. and 2;
- m. Signed DLA MBA’s which are currently in place referenced in Section VI, DLA MBA Program Evaluation Factor;
- n. Subcontracting Plan (if applicable). Note: This is required for those offerors that are large business concerns. Attachment 3;
- o. Copies of awards and certifications;
- p. Organizational Chart;
- q. Briefing Charts (with names and titles of presenters);
- r. Javits-Wagner-O’Day Act Entity Support referenced in the Technical Proposal evaluation factors, Section V;

19. Miscellaneous Submissions

a. List of all facilities from which product will be shipped, if applicable.

b. Detailed directions/maps to offeror's facilities.
Recommendations and directions of lodging convenient to offeror's warehouses.

c. Certification of Distribution Prices.

SUBMISSION REQUIREMENTS
Technical Proposal - Volume I

Note: An asterisk (*) denotes information that must be submitted in writing as part of the Written Technical Proposal.

I. CORPORATE EXPERIENCE/PAST PERFORMANCE

Offerors that are proposing a joint venture, partnership, or a teaming approach should provide experience and past performance information for the offering joint venture, partnership, or team. You should also provide information on each team member or party to the joint venture or partnership (i.e. when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity. You may also provide information related to key subcontractors, parent corporations, or other affiliates that will perform essential functions of the contract.

***A. Corporate Experience**

Discuss the extent of experience similar to the proposed contract's requirements **for both your firm and your partner's**. Provide the following information:

1. The number of years performing in a prime vendor/regular dealer capacity;
2. Prime vendor/regular dealer sales dollar volume for the latest yearly reporting period;
3. The total number of customers currently serviced under a prime vendor/regular dealer arrangement;
4. The average total number of prime vendor/regular dealer orders processed in a week for your largest customer based on the latest yearly reporting period;
5. An organizational/management chart of the firm(s) that will identify key personnel who are responsible for the daily management, and overall success, of the prime vendor program. Please do not submit corporate charts, unless the people listed are directly involved in the proposed contract.
6. During the Oral Presentation, identify the key personnel, or the positions of personnel to be assigned, who will be key to the daily management, and overall success, of the Prime Vendor program. Discuss

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your key personnel's experience with prime vendor and/or government contracts.

***B. Past Performance**

1. Provide a brief performance record of your five (5) highest dollar value contracts over the last three (3) years, plus any government contracts. Offerors that have previous Government contracts must include the information listed below in paragraph 2., regardless of dollar value. Specify which contract you consider to be the most successful and why. Include any problems that you have encountered during the performance of the respective contracts and what steps were taken to resolve the problems, along with their resolutions. The offeror should submit information regarding its socioeconomic accomplishments and performance in carrying out Mentoring Business Agreement (MBA) proposals as part of its past performance information. Address the following for each of the contracts:

- a. Annual Dollar Value;
- b. Fill rate, listed monthly for the most recent 12 months of the contract;
- c. Delivery frequency;
- d. Length of time that the account has been serviced;
- e. Point of contact and phone number;
- f. Problems/resolutions;
- g. Brief performance record.

2. If Government contracts are included, also furnish the following information:

- a. Contracting Agency
- b. Contract Number
- c. Contracting Officer and phone number
- d. Socioeconomic and mentoring performance

3. Furnish a copy of any awards or certifications received that are indicative of your firm's commitment to providing a high level of service.

II. DISTRIBUTION SYSTEM/CAPABILITY

A. Product Availability

1. The current item catalog for the customers under this solicitation can be found under Attachment #5. The offeror must state how many of these items:

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- a. Are currently available;
- b. Will be sourced in the future; or
- c. Will not be sourced.

2. Discuss your firm's current product mix, i.e. national brand item vs. private label items. Also indicate how many dietary products, nutritional supplements, and individual portion items are carried in your inventory. Indicate if you can supply all Class I (food) items as requested by our customers. NOTE: If you state you will be able to supply all items, it is expected that any item not currently in your inventory at the time of the Post Award cataloging process will be available for issue at the time of the "first order".

* 3. State the minimum case quantity/velocity that is required in order for your firm to add products requested by the customer to normal inventory. A minimum of more than 20 cases per month is not acceptable. State the timeframe in which the firm will add new items to the inventory, however, this timeframe may not exceed 30 days.

*4. The offeror must provide fill rates that demonstrate the capability to meet the proposed contract ordering and delivery requirements in a timely manner. The proposed fill rates shall be stated "with and without substitutions" and may only be calculated in accordance with the Government's definition of fill rate, i.e. cases ordered versus cases accepted. **No other method of calculation will be acceptable.** Provide a detailed plan on how you intend to meet these goals.

5. Describe your product accountability program. Thoroughly discuss the procedures employed to ensure that orders are filled accurately and completely.

*6. Discuss your policy for breaking cases and indicate for which items this can be done. Also indicate if there is a fee for breaking cases.

7. Specify the proposed hours of operation in order to meet the delivery requirements for each customer. Discuss how your firm will make deliveries within the time frame specified.

8. Provide inventory turnover rate information for overall warehouse and rate, by categories, excluding fresh fruits and vegetables, for the last three (3) years.

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9. Describe how and what steps your firm takes to ensure that only products that comply with the Berry Amendment will be shipped to the customer.

B. Force Protection

*1. Describe what steps your firm takes to insure that products and/or packaging have not been tampered with or contaminated throughout the manufacturing, storage and delivery process.

*2. Describe in detail the types of measures in place or scheduled to be put in place for the performance period of the contract. You are to include specific security measures relating, but not limited, to the following areas:

- a. Employee Identification
- b. Background checks (where applicable)
- c. Control of access to the plant facility
- d. Control of gates and doors at the facility
- e. Internal Security
- f. Training and security awareness

C. Distribution Resources

1. Describe how your firm's available capacity would sufficiently support the requirements of this proposed contract, while providing the quality and service expected. Discuss:

a. Your current warehouse capacity (Dry, Chill, and Freeze) and the number of receiving docks you have in your facility.

b. The type and kind of distribution equipment your company utilizes (i.e. number of trucks, number of temperature controlled trucks, whether equipment is owned or leased, etc.). Discuss your capability to deliver products as one order on one truck.

c. Discuss human resources that are available to support this proposed contract.

D. Ordering System

1. It is required that the offeror's ordering system be able to interface with the Government's established translation package, STORES, and support the Electronic Data Interchange transaction sets listed in this

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solicitation. State whether your firm is currently capable of interfacing with the Government's ordering system. If the offeror is not currently capable of accepting orders via STORES, outline an implementation plan, including time frames, to become EDI capable by contract start-up.

2. The offeror must describe its technical capability to establish the required interface with the Government via EDI. Prior to contract start-up, the Government may choose to test your support of the EDI transaction sets, by having offeror transmit an 810, 832 and/or 997 transaction set.

3. The offeror must describe its plans to support the customers in the event the STORES system is not operational. Please describe plans on receiving orders so that these customers may be supported if the STORES system is not operational.

E. Customer Service Approach

1. Discuss routine customer support services that will be provided to all customers supported under this solicitation. Include any services that may add more value to this acquisition. Specify the number of customer service representatives to be assigned to the contract(s) and explain how they will ensure that all the customers' needs are accommodated. Also indicate the number of sales visits planned, and what services the sales representatives will perform. Discuss how the firm will participate in food menu board meetings regularly held by our military customers. Indicate the availability of a toll free phone number/fax number for all customers.

2. Describe the process of advising customers of manufacturer's backorders, not in stocks, and substitutions. Address how your firm will ensure that these situations will not occur frequently.

3. Indicate how the performance of your firm will be monitored internally. Specify what performance-related aspects will be tracked and the frequency for each. Indicate what actions will be pursued in the face of anticipated delays.

*4. Discuss your plans to handle emergency orders. Be sure to include not only how you will handle the orders, but also what you consider an emergency, and fees, if any, associated with "emergency orders". Indicate your response time to an emergency order.

5. Discuss the services offered by your firm to aid the customers in becoming more cost effective. Describe how these services will benefit the

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customers. Also, discuss services offered by your firm to aid the customers in their menu planning process.

6. Discuss how your firm will load trucks in order to provide expedient delivery to each delivery point.

F. Location

Provide a logistics plan that addresses how the location of your firm's warehouse (s) will enable you to support the customers during normal deliveries as well as emergencies. Your locations should allow for deliveries to the customer's location in the time frames specified by the customer.

G. Surge/Mobilization

1. Surge - Discuss in detail your ability to react to surge demands that may occur, or experience in supporting surge demands that may have occurred, as a result of the increase in troop strength. Thoroughly describe the ability of your firm to increase capacity output, including the magnitude and duration of the output, as well as the time frames for the increased capacity to be achieved. If surge demands should exceed the offeror's current capability to meet these demands, discuss the capability to obtain additional resources, i.e. warehouse space, distribution equipment, personnel, etc. Discuss plans to replenish inventory under emergency situations; discuss sources and time frames.

2. Mobilization - Describe your ability to respond to full-scale military mobilization wherein consumption may double or triple for a protracted period of time during a period of national emergency or mobilization. The offeror must demonstrate its ability to handle a longer-term requirement with a significant increase in quantity. The offeror must state the level of increase (percentage) that can be achieved, the time required to attain the increase, and the length of time the enhanced requirements can be sustained.

*3. Readiness Plan - The offeror must submit a readiness plan indicating how increased requirements will be supported with additional suppliers, subcontractors, warehousing, etc., that may become involved in supporting this effort.

III. QUALITY ASSURANCE***A. Supplier Selection Program***

1. Address your firm's procedures and policies for selecting quality suppliers.

2. Discuss the processes utilized by your firm to purchase products of consistent high quality with minimal variation to product appearance, grade, yield, taste, texture, etc.

3. Describe the methods utilized by your firm to ensure that standardized product quality will be maintained when products are acquired from various suppliers.

B. Quality Control and Quality Assurance Procedures

1. Discuss the quality control procedures to be used under the proposed contract. Include a discussion on procedures used during receipt, storage and outbound product.

2. Describe your firm's inventory control systems, including the level of automation.

3. Discuss inventory rotation methods used by your firm. Describe the monitoring procedures, methodology followed in identification and correction of discrepancies in inventory management and order preparation. Identify key personnel responsible for ensuring that quality procedures are monitored.

4. Include a discussion on how proper temperatures are maintained in the dry, chill, and freeze storage areas, as well as the loading and receiving areas.

C. Inspection and Sanitation Procedures

1. The offeror must thoroughly discuss the inspection procedures employed to guarantee the movement of quality products. Include the frequency, type, and amount of inspection; product characteristics to be inspected (include standards used to inspect, e.g. temperatures); criteria for approving and rejecting products; criteria for removal of product from inventory; record for documenting inspection results; and the method for identifying the inspection status of approved and rejected product.

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2. Discuss procedures that will be used to insure that delivered orders will conform to the following:

- a. Correct items ordered, in the correct quantity;
- b. Proper shelf life dating;
- c. Meets industry standards for product quality; and
- d. Defense Appropriations Act and Berry Amendment

restrictions.

*3. Describe the Sanitary Control Procedures and Stored Products Pest Management Program utilized by your firm to ensure that sanitation and warehousing practices are in accordance with acceptable industry standards. Include in the discussion (for both Sanitation and Pest Management) a description of your in-house program, scheduling of duties and inspection certification. Include the frequency of service, service provided and monitoring procedures. Be prepared to furnish copies of your most recent inspection reports for your firm. If your offer is a partnership or a teaming effort, you will be asked to furnish recent sanitary inspection reports for all parties involved, at each individual site.

D. Recall Procedures

1. In addition to the required recall procedures outlined in the Addendum to Clause 52.212-4 "Contract Terms and Conditions - Commercial Items", thoroughly outline your procedures for notifying customers and DSCP of any and all types of recalls.

2. Detail the time frames involved and how recalled products will be identified, both at the customer's facility and in your warehouse.

** E. Technical Descriptions*

1. At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions (specifications) for all items in the "Market Basket", whether sourced or supplied, as identified in this solicitation. Meat items shall meet all the general and detailed requirements of the Government's item description in accordance with the IMPS or NAMPS equivalent. Fat limitations - unless otherwise specified, the maximum average fat thickness shall be 0.25 inch and trim, weight and thickness tolerances, and the specified Quality Grade.

2. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to that solicited in the schedule of items.

3. Each technical description shall be labeled with the market basket item number and its corresponding NSN/LSN.

4. The contractor's descriptions/specifications will be used by the Subsistence Prime Vendor Office to determine if the item offered meets the minimum quality standard described or preferred.

5. Technical descriptions submitted for Brand Name items must be an exact match to the specified Brand Name item. You may not submit another manufacturer's technical description as a substitute.

IV. SOCIOECONOMIC CONSIDERATIONS

Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUB Zone Small Business (HZSB) concerns in terms of percentages and total dollars. The percentage shall be formulated using the total to be subcontracted as the divisor. The offeror must describe the proposed SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns' participation in the performance of this contract at the contractor, subcontractor, and product supplier levels. These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products to be supplied under this contract by a SB, SDB, WOSB, VOSB, SDVOSB, and HZSB manufacturer or distributor. A goal for the Prime Vendor may be to obtain at least 30% of the supplies for the proposed contract from SB firms, 5% from WOSB, 5% from SDB firms, 2% from VOSB firms, 1% from SDVOSB and 2% from HZSB firms.

A. Socioeconomic Definitions

1. "Small Business Concern" - a firm, including its affiliates, that is organized for profit, independently owned and operated, not dominant in the field of operation in which it is competing, and can further qualify under the criteria concerning the number of employees, average annual receipts and other criteria as described by the Small Business Administration.

2. "HUB Zone Small Business Concern" - a concern located in an "historically underutilized business zone"; is owned and controlled by one or more U.S. citizens; and a least 35% of its employees reside in the HUB Zone. A HUB Zone is an historically underutilized business zone, which is an area located in within one or more qualified census tracts, qualified non-

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metropolitan counties, or lands within the external boundaries of an Indian Reservation.

3. "Small Disadvantaged Business Concern" - a firm (1) that is at least 51% owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals and (2) whose management and daily operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans [Indians], Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete is impaired due to diminished capital and credit opportunities. Generally, a socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for SBA Section 8(a) Program certification) excluding ownership interest in the company and equity in a primary residence, is considered to be economically disadvantaged.

4. "Woman-Owned Small Business Concern" - a small business concern that is at least 51% owned by one or more women; or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more women.

5. "Veteran-Owned Small Business Concern" - a small business concern that is at least 51% of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and the management and daily operations of which are controlled by one or more veterans.

6. "Serviced-Disabled Veteran-Owned Small Business Concern" - a small business concern that is not less than 51% of which is owned by one or more serviced-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a

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veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S. C. 101(16).

7. "Subcontract" - any agreement (other than one involving an employee-employer relationship) entered into by a Government prime contractor or subcontractor calling for supplies and/or services (direct costs only) required for contract performance, contract modification or subcontracts.

***B. Socioeconomic Considerations**

Under socioeconomic considerations [and subsequent management reports], offerors are to submit figures based on direct subcontracts for items that would be supplied under contract. No indirect costs for equipment or services are to be included.

1. The offeror shall describe the proposed extent of SB, WOSB, SDB, VOSB, SDVOSB, and HUB Zone SB participation in the performance of the contract at the contractor, subcontractor and product supplier level. In addition, firms shall also state whether they are a large or small food service distributor. A small firm is defined as having less than an average of 500 employees and must not be a subsidiary or division of a large company/corporation.

*2. The following is the preferred format for the submission of socioeconomic data. Separate subcontracting goals must be submitted for each proposed contract.

	<u>Dollar</u>	<u>Percent</u>
1. Total Contract Price	\$_____	100%
2. Total to be subcontracted:		
a. To Large business	_____	_____
b. To Small business	_____	_____
1. SDB	_____	_____
2. WOSB	_____	_____
3. VOSB	_____	_____

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4. SDVOSB _____
5. HUBZONE SB _____
6. OTHER SB _____

NOTES:

- When calculating figures for socioeconomic goals, the business size of the manufacturer is to be considered, not the business size of the broker/agent that may have supplied the product to the distributor.
- If the offeror is a Small, Small Disadvantaged, Veteran-Owned, Service-Disabled Veteran-Owned, or Women-Owned Small or HUB Zone Small Business, the offeror may NOT include its "cost of doing business" as part of the subcontracting goals proposed for this acquisition.
- Offerors that are Small Businesses will receive additional credit under this factor for evaluation purposes.
- Performance on prior contracts in subcontracting with and assisting Small, Small Disadvantaged, Women-Owned Small and HUB Zone Small Businesses will be part of past performance evaluation.

3. Organizational Efforts

a. The offeror shall describe the efforts it will make to ensure that SB, SDB, WOSB, VOSB, SDVOSB and HZSB concerns will have an equitable opportunity to compete for subcontracts or as product suppliers on this acquisition.

b. The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, SDB, WOSB, VOSB and SDVOSB, and HZSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB, WOSB, VOSB, SDVOSB and HZSB firms to compete for contracts or supplier selection.

c. The offeror must indicate what percentage of its available subcontracting (or supplier utilization) dollars is allocated to small business concerns. Included in this percentage range is an estimated total subcontracting allocation to SB, SDB, WOSB, VOSB, SDVOSB and HZSB concerns.

d. The offeror shall be required to cooperate in studies or surveys in order to allow the Government to determine the extent of subcontracting opportunities identified for this acquisition.

e. The offeror is to demonstrate knowledge of, and more preferably a working relationship with local, state, and/or federal organizations whose mission it is to promote Small Business, Small Disadvantage Business, Women Owned Small Disadvantaged Business Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business and HUB-Zone Small Businesses.

NOTE: Large business offerors are required to submit the Small, HUB Zone Small, Small Disadvantaged Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business and Women-Owned Small Business subcontracting plan information as required by Clause 52.219-9 "Small Business Subcontracting Plan" in addition to the information that is a requirement of this section of the proposal. The subcontracting plan required by the FAR clause can incorporate all costs, direct and indirect, associated with this proposal. If an individual contract subcontracting plan is submitted, the plan must contain separate Small, HUB Zone Small, Small Disadvantaged, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business and Women-Owned Small Business subcontracting percentages and dollar levels for the base year as well as each option year.

V. JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT

A. Offeror must provide the following:

1. A description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

2. Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production during the contract period.

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3. Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

4. Progress reports in reference to your subcontracting efforts with JWOD activities will be submitted to the Contracting Officer as part of your monthly socio-economic report. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses.)

VI. DLA MENTORING BUSINESS AGREEMENT (MBA)

A. The DLA MBA Program was designed for prime contractors to provide developmental assistance to Small business, Small Disadvantaged business, and Women-Owned Small Business concerns for value-added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.

B. DLA MBA's encourage participation and growth opportunities for Small, Small Disadvantaged, Women-Owned Small Business concerns or JWOD workshop that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth, which is measurable and meaningful.

C. An MBA shall be a written agreement between the prime contractor and the Small, Small Disadvantaged, or Women-Owned Small Business involved. The mentor will be required to submit periodic progress reports on its agreements. An MBA shall include, at a minimum, the following elements:

*a. Participants

Cite the criteria in selecting a firm or firms with whom to mentor. In addition, include the following information with all submissions:

1) Name, address, and plant location for contract holder and potential SB/SDB/WOSB or JWOD participant(s).

2) Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties.

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3) The number of people employed by the Small Business, Small Disadvantaged Business, or Women-Owned Small Business concern. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

b. Agreement Type

1) Describe the type of agreement executed by the contract holder and the Small Business, Small Disadvantaged Business, Women-Owned Small Business or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans that identify new business ventures rather than expansion of existing agreements are preferred.

2) DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/ enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other government and commercial customers.

3) Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

c. Measurements and Reporting

1) Provide milestones for program implementation.

2) Discuss and describe the measurements/yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

a. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB and JWOD workshops under DLA contracts.

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b. An improvement in the participation in DoD, other federal agencies and commercial contracting opportunities.

3) Mentors will be required to submit periodic progress reports on their agreements.

*4) Copies of signed MBA's that are currently in place (and will apply to proposed contract) are required to be submitted.

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S TECHNICAL AND BUSINESS PROPOSALS.

SUBMISSION REQUIREMENTS**Business Proposal - Volume II****THIS PORTION MUST BE SUBMITTED IN WRITING*****I. PRICING***

A. An evaluation will be made against items selected from the highest usage items and general and non-food supplies provided by the customers supported under this solicitation, as well as items listed under the Basic Daily Food Allowance (BDFA) listing. Estimated annual quantities for the items selected are indicated next to each item and are for information and evaluation purposes only. The items will be weighted against the estimated yearly requirements of the ordering activities and evaluated for the lowest overall aggregate cost to the Government. A separate evaluation will be made of the offeror's distribution pricing, using the same market basket of items.

B. Offerors are to submit the most current unit prices (valid within two weeks prior to submission of proposal) for each of these items. This unit price must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$0.50, pricing should be formulated as follows:

$$\text{\$ 2.00} + \text{\$.50} = \text{\$ 2.50}$$

- Do Not Submit only the Unit Price; the two (2) elements must be shown separately as two separate evaluations that are being performed.
- DO NOT deduct any NAPA or Food Show allowances from the delivered price on your business proposal.
- Prices for Market Basket Items are to be submitted according to the Government's Unit of Issue (THERE ARE NO EXCEPTIONS). The Market Basket will ultimately become part of the vendor catalog. The prices submitted at the time of final revisions will be incorporated into the vendor's catalog.

C. Prices must not extend more than two [2] places to the right of the decimal point. Standard rounding methods should be observed. For

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example, a delivered price of \$4.578 plus a distribution price of \$.232 should be rounded to \$4.58 plus \$.23.

D. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest priced, technically acceptable, item that meets the Government's minimum requirements. However, Brand Name items must be priced according to the exact brand that is listed in the Market Basket.

E. ALL offered delivered prices **must be** substantiated with a copy of the manufacturer's invoice for each item in the Schedule of Items. The Market Basket Item No. must be reflected on each invoice so as to identify what item each invoice corresponds to. The preferred documentation is the manufacturer's invoice. If you do not have a manufacturer's invoice, a written quote from the manufacturer will be accepted. However, the quote must be presented in the following manner:

1. Detailed on manufacturer/company letterhead;
2. Date price quote was supplied;
3. Time period price quote is effective;
4. Quantity covered by price quote;
5. Manufacturer part number; and
6. Manufacturer's point of contact: including name, title, address, and phone number.

F. The invoices should reflect the prices effective within two (2) weeks prior to closing. If invoices are not available for that time period, the most recent invoices shall be submitted. The Government has a strong preference for invoices over market quotes and prices within two (2) weeks from closing over earlier dates. For evaluation purposes, the offeror is required to submit pricing for Market Basket Items that will meet the government's minimum requirement, except for Brand Name items, which must be priced according to the exact brand name product.

G. Offerors are required to submit this portion of the Business Proposal on a spreadsheet containing the following information:

1. **Item** - Item Number and Description as listed
2. **Estimated Quantity** - Quantity given
3. **Unit of Issue** - Self-explanatory. Note: Unit of Issue must be same as Government's listed in the Market Basket of Items.
4. **Distribution Price Category** - Description of Distribution Price Category, e.g. "Frozen Meats". If you also identify your category of items by number, list this number also.

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5. **Delivered Price (DEP)** - the price you actually paid for the item, as substantiated by manufacturer invoice.

6. **Distribution Price (DIP)** - your distribution price

7. **Unit Price** - Delivered Price + Distribution Price

8. **Total** - Estimated Quantity multiplied by Unit Price

9. **DIP/DEP** - Distribution Price divided by the Delivered Price

10. **DP AGG** - Quantity multiplied by the distribution price.

All prices submitted MUST NOT be more than two [2] places to the right of the decimal point. If in any column prices appear having more than two [2] decimal places, the government will automatically round your prices using standard rounding procedures.

H. When preparing the spreadsheet, totals must appear at the bottom of the "TOTAL" column (#7) and the "DP AGG" column (#9). Firms are strongly encouraged to use Microsoft Excel to prepare spreadsheets and submit a 3½" disk with the complete spreadsheet on it. Remember to include the offeror's name at the top of the spreadsheet.

I. Each firm must submit a hard copy of their spreadsheet, for the base year and each option year, as well as a copy of the spreadsheet(s) on a disk. (This means five spreadsheets or one spreadsheet with a sheet labeled for each option year plus the base term.)

J. Option year prices must be submitted in dollars and cents for each item for each option period.

K. For evaluation purposes of the market basket of items, distribution prices shall correspond to the unit of issue for each product, e.g. if the offered product is issued on a "per pound" basis, the distribution price shall be "per pound". For pricing analysis purposes, the Distribution Price may be listed to the extent of two (2) places to the right of the decimal point only.

L. The offeror must also submit option year prices, expressed as the delivered price plus the distribution fee. All components of the option year unit price must be rounded to two (2) places beyond the decimal point. If an offeror does not submit option year prices, the offeror's proposal may be rejected. Option year price increases or decreases are to be expressed in dollars and cents or a percentage increase or decrease from the base/previous option period. The firm may also elect to offer no change in the distribution prices over the life of the contract.

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NOTE: PLEASE USE AN ANTI-VIRUS UTILITY TO ENSURE THAT YOUR DISK IS VIRUS FREE BEFORE SUBMITTING.

SAMPLE FORMAT FOR BUSINESS PROPOSAL SPREADSHEET – DO NOT DEVIATE

HEADING: Base Year OR Option Year 1 OR Option Year 2 OR Option Year 3 OR Option Year 4

COLUMNS:

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
ITEM	IDENTICAL MATCH (Y/N)	ESTIMATED QUANTITY	DELIVERED PRICE (DEP)	UNIT OF ISSUE	DISTRIBUTION PRICE CATEGORY	DISTRIB PRICE (DIP)	UNIT PRICE
(9)	(10)	(11)					
TOTAL	DIP/DEP	AGG					

II. DISTRIBUTION PRICES

A. Firms shall offer a distribution price for each category of items as they are listed on pages 15-16 of this solicitation. The distribution price must be offered as a dollar amount. Distribution prices offered as a percentage of the delivered price are not acceptable. The distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food and beverage product.

B. Offerors must use the Government's Category Listing contained in the section entitled "Supplies/Services and Prices" when submitting their Distribution Prices. However, offerors may contact the Contracting Officer PRIOR TO THE CLOSING DATE if an offeror feels that a specific category is missing from the list given.

C. For the Distribution Price Category Listing, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the "case", then the distribution price will be by the "case". Whereas, if you sell the product by the "pound" or by the "each", the distribution price would be listed accordingly. The distribution prices must be stated in a dollar amount not more than two places to the right of the

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decimal point. If products are sold by the case and by the pound, prices should be offered for both units of measure.

4. The distribution prices shall remain constant for the complete base term of the contract; however, may remain the same, increase, or decrease for each option year.

III. PRODUCT LISTING

The offeror shall submit two (2) copies of its complete product listing for all food, beverage, and related non-food items as part of the Business Proposal.

IV. PRIME VENDOR SCHEDULE OF ITEMS/MARKET BASKET

Please note that all items procured under the resultant contract are subject to all contractual clauses and regulations, including, but not limited to, the Berry Amendment, procured from a Sanitarily Approved Source, etc.

NOTE: IT IS NOT NECESSARY TO ANNOTATE PRICING INFORMATION ON THE FOLLOWING SCHEDULE OF ITEMS. THIS LISTING IS FOR INFORMATIONAL PURPOSES (PROVIDES NSN, UNIT OF ISSUE, DESCRIPTION, AND QUANTITY). PRICING SHOULD BE CONTAINED ONLY IN THE SPREADSHEETS.

PRIME VENDOR SCHEDULE OF ITEMS – MARKET BASKET**ZONE 1 - Alabama/FL Panhandle**

All estimated requirement quantities are based on the unit of issue and are annual (one year) estimates:

ITEM DESCRIPTION**ESTIMATED QUANTITY****1. 8910-00-656-0993****60,374 LBS./12,074 CS**

CHEESE, AMERICAN, PROCESSED, SLICED,
PASTEURIZED, 3 TO 5 LB. PG.
UNIT OF ISSUE: LB

2. 8915-01-E59-2604**35,640 CO./5,760 CS**

VEG, POTATOES, FR FRIES, JULIENNE, FZN,
3/8 IN. THICK, W/SKIN, 5 LB. CO., 6/CASE
UNIT OF ISSUE: CO
NAPA: LAMB WESTON, SKU# 32L

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**ITEM DESCRIPTION****ESTIMATED QUANTITY****3. 8930-01-E09-2263****663,600 EA/3,318 CS**

PEANUT BUTTER, SMOOTH, IND. SERVING
US GRADE A, 0.75 OZ. EACH
UNIT OF ISSUE: EA

4. 8920-01-E59-8920**1,450 CS**

CEREAL, VARIETY PACK, KELLOGG'S, 1.3 TO 2.1 OZ
CUPS, 60/CASE
UNIT OF ISSUE: CS
NAPA: KELLOGG'S, SKU#12611

5. 8940-01-E59-7930**3,888 CO./972 CS**

ENTREE, MULTI-SERV, FZN, CHILI, W/BEANS, 5 LB.
CO., 4/CASE
UNIT OF ISSUE: CO
NAPA: ADVANCE FOODS, SKU# 40630

6. 8910-01-E19-0361**1,872 BX/936 CS**

EGGS, WHOLE, LIQ, CHL, W/CITRIC ACID, PASTEURIZED,
20 LB BIB, 2/CASE
UNIT OF ISSUE: BX
NAPA: MICHAEL FOODS, SKU#46025-88900-00

7. 8905-01-E59-4039**12,276 LBS/682 CS**

BEEF, GRD, PATTIES, PRECKD, FZN, FLAME BROILED,
3.8 OZ EA, 78/CASE
UNIT OF ISSUE: LB
NAPA: ZARTIC, SKU#80008AM

8. 8930-01-E09-8033**3,328 CS**

JAM, STRAWBERRY, 1/2 OZ IND PG, 200/CO
UNIT OF ISSUE: CS
NAPA: SMUCKERS, SKU#51500-00767

9. 8920-01-E19-0028**2,026 CS**

PANCAKES, FZN, PLAIN, 1.14 OZ EA, 144/PG
UNIT OF ISSUE: CS
NAPA: AURORA FOODS, SKU#43571

10. 8905-01-E59-6810**4,440 LBS/148 CS**

FISH, SHRIMP, WHOLE, BRD, RAW, P&D, FZN, TAIL-ON,
21-25/LB, 3 LB BOX, 12/CASE
UNIT OF ISSUE: LB
NAPA: RICH SEA PAK, SKU#40998

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**ITEM DESCRIPTION****ESTIMATED QUANTITY****11. 8920-01-E59-1389****678 CS**COOKIE DOUGH, CHOC CHIP, PRE-CUT, FZN, 1.5 OZ EA,
216/CO

UNIT OF ISSUE: CO

NAPA: PILLSBURY/GENERAL MILLS, SKU#94562-09004**12. 8905-01-E59-7543****3,552 LBS/148 CS**BACON, SLICED, PRECKD, FZN, CURED, SMOKED, BUFFET
STYLE, 6/200 SLICE BAGS/CASE

UNIT OF ISSUE: LB

NAPA: DAILY FOODS, SKU#5216441875**13. 8920-01-E59-6775****1,074 CS**

CEREAL, CINNAMON TOAST CRUNCH, 70 IND PGS/CASE

UNIT OF ISSUE: CS

NAPA: GENERAL MILLS, SKU# 11653**14. 8905-01-E59-6315****2,918 LBS**BEEF RIB, CKD, FZN, MIN US CHOICE GR, 9-11 LB AVG,
2/CASE

UNIT OF ISSUE: LB

NAPA: ZARTIC, SKU#54312**15. 8905-01-E59-2995****8,288 LBS/518 CS**CHICKEN, QUARTERED, PRECKD, FZN, MARIN, GLAZED,
8 OZ EA, 16 LB CASE

UNIT OF ISSUE: LB

NAPA: ZARTIC, SKU#65533**16. 8920-01-E59-8146****832 CS**FRENCH TOAST, FZN, PRECKD, CINNAMON GLAZED,
3.25 OZ EA, 150/CASE

UNIT OF ISSUE: CS

NAPA: CARGILL INC/SUNNY FRESH FOODS, SKU# 40064**17. 8915-01-E59-4236****4,860 CO/810 CS**VEG, POTATOES, FR FRIES, THIN, FZN, BTRD, SKIN-ON,
5 LB CO, 6/CASE

UNIT OF ISSUE: CO

NAPA: SIMPLOT, SKU#71179-47401**18. 8935-01-E59-2078****1,968 BG/492 CS**SOUP, FZN, RTS, BOIL-IN-BAG, CLAM CHOWDER, BOSTON
STYLE, 8 LB BAG

UNIT OF ISSUE: BG

NAPA: UNILEVER BESTFOODS, SKU#83501

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**ITEM DESCRIPTION****ESTIMATED QUANTITY****19. 8910-01-E59-5930****1,138 BX/569 CS**EGGS, WHOLE, LIQ, CHL, ESL, PASTEURIZED, 20 LB BIB,
2/CASE

UNIT OF ISSUE: BX

NAPA: CARGILL INC/SUNNY FRESH FOODS, SKU#10763**20. 8950-01-E59-8709****2,224 CO/556 CS**

DRESSING, RANCH, LITE, 1 GAL CO, 4/CASE

UNIT OF ISSUE: CO

NAPA: KRAFT, SKU#64355**21. 8955-01-E59-7834****136 CS**COFFEE, ROASTED, FILTER PACK, GRD, 3.75 OZ PG,
64/CASE

UNIT OF ISSUE: CS

NAPA: MAXWELL HOUSE, SKU#39360**22. 8915-01-E09-0184****2,176 CO/544 CS**JUICE, ORANGE, FZN, CONC, 4/1, 3 LITER CO, FOR
POST-MIX DISPENSER

UNIT OF ISSUE: CO

NAPA: VITALITY, SKU# 105639**23. 8915-01-E09-7164****1,080 CO/270 CS**JUICE, APPLE, FZN, CONC, 5/1, 3 LITER CO, FOR
POST-MIX DISPENSER**NAPA:** VITALITY FOODSERVICE, SKU# 105633**24. 8905-01-E09-4559****5,300 LBS/212 CS**FISH, CRAB LEGS, FZN, CLUSTERS, 5 - 8 OZ EA
UNIT OF ISSUE: LB**25. 8920-01-E09-1354****1,032 CS**MUFFIN, BANANA NUT, FZN, 2-1/8 OZ EA, 40/CASE
UNIT OF ISSUE: CS**26. 8915-01-E09-0191****4,776 CN/796 CS**VEG, MUSHROOMS, CANNED, WHOLE, OR SLICED, OR
STEMS AND PIECES, US GR A OR B, NO. 10 SIZE CAN
UNIT OF ISSUE: CN**27. 8905-01-E19-5204****7,620 LBS/762 CS**BEEF, STRIPS, FZN, FOR STROGANOFF, MIN US CHOICE GR,
5 LB PG, 2/CASE
UNIT OF ISSUE: LB

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**ITEM DESCRIPTION****ESTIMATED QUANTITY****28. 8915-01-E19-2722**

VEG, ONION RINGS, BTRD, FZN, LIGHT CRUMBS, 3/4 IN.
SLICES, 2.5 LB BAG
UNIT OF ISSUE: BG

13,789 BG/2,760 CS**29. 8915-01-E09-7164**

JUICE, APPLE, FZN, CONC, 5/1, 3 LITER CO, FOR
POST-MIX DISPENSER

NAPA: VITALITY FOODSERVICE, SKU# 105633

1,080 CO/270 CS**30. 8915-01-E13-0006**

VEG, POTATOES, FR FRIES, STRAIGHT-CUT, FZN,
3/8 IN. THICK, EXTRA LONG FANCY, US GR A, 5 LB BAG,
6 BAGS/CASE
UNIT OF ISSUE: CS

2,422 CS**31. 8940-01-091-7208**

CORN DOG, FZN, RAW, CORNMEAL BATTER WRAPPED
FRANKFURTER, W/ OR W/O WOODEN SKEWER,
MAX 65% BATTER AND MIN 35% FRANKFURTER
UNIT OF ISSUE: LB

4,932 LBS/548 CS**32. 8905-00-127-8472**

COD FILLET, FZN (NATURAL OR LOIN CUTS), SKINLESS,
US GR A EQUIV, 5 OZ MIN WT
UNIT OF ISSUE: LB

2600 LBS**33. 8910-00-926-6048**

EGGS, SHELL, FRESH OR SHELL PROTECTED FRESH,
MED OR LARGE, US CONSUMER GRADE A, 30
DZ/CASE
UNIT OF ISSUE: DZ

28,010 DZ/934 CS**34. 8960-01-387-9049**

WATER, DRINKING, DISTILLED OR SPARKLING
OR SPRING, IND SERVING CO, 1/2 LITER CO
UNIT OF ISSUE: CO

36,384 CO/1516 CS**35. 8910-01-037-9367**

CHEESE, CHEDDAR, NATURAL,
SHREDDED, 5 LB POLY BAG
UNIT OF ISSUE: LB

17,050 LBS/853 CS**36. 8905-00-262-7274**

TURKEY, BNLS, FZN, NETTED (W/SKIN COVERING),
W/SALT, WHITE COMBO (WHITE PREDOMINANT),
IAW POULTRY NAMP
UNIT OF ISSUE: LB

13,224 LBS

ITEM DESCRIPTION**ESTIMATED QUANTITY****37. 8915-00-191-3461**

ONION RINGS, FZN RAW, BRD, US GR A, 2 TO 5 LB PG,
U.S. STD FOR GR, TYPE (B)
UNIT OF ISSUE: LB

21,780 LBS/1,362 CS**38. 8935-01-419-7031**

SOUP AND GRAVY BASE, INST, BEEF, 1 LB PG BASE
UNIT OF ISSUE: PG

7,968 PG/664 CS**39. 8905-01-369-4422**

CHICKEN BREAST , FZN, BROILER, OR ROASTER, W/RIB
MEAT, SKINLESS, BNLS, 4 TO 5 OZ,
BREAST-HALF PORTION, US GR A EQUIV
UNIT OF ISSUE: LB

8,818 LBS/1,470 CS**40. 8905-01-056-9123**

BEEF RIB, RIBEYE ROLL FZN, MIN US CHOICE GR, MAX
AVG SURFACE FAT 0.25 IN. (0.635 CM), 8 TO 12 LB
(3.629 TO 5.443 KG), NAMP 112, WT RANGE
C AND/OR D
UNIT OF ISSUE: LB

3,526 LBS**41. 8910-00-139-5775**

ICE MILK MIX, CHL, LIQ, VANILLA, REGULAR, FOR
SOFT SERVE MACHINE
UNIT OF ISSUE: GL

6,664 GL/1,666 CS**42. 8905-00-133-5889**

BEEF BRAISING STEAK, SWISS, FZN, PORTION-CUT,
MIN US CHOICE GR, MAX AVG SURFACE FAT
0.25 IN. (0.635 CM), 6 OZ (170.1 GM) EA, NAMP 1102
UNIT OF ISSUE: LB

4,120 LBS/412 CS**43. 8925-00-782-2983**

SYRUP, IMITATION MAPLE, REGULAR STYLE, THICK,
1-1/2 OZ (42.525 G) PG
UNIT OF ISSUE: HD

2,108 HD**44. 8905-01-369-4421**

GROUND BEEF PATTIES, FZN, ROUND, 80% MIN LEAN,
4 OZ (113.4 G) EA, NAMP 1136
UNIT OF ISSUE: LB

7,300 LBS/730 CS**45. 8905-00-164-6874**

SCALLOPS, RAW, FZN, US GR A EQUIV, MIN 20 TO MAX 40
COUNT/LB
UNIT OF ISSUE: LB

2,700 LBS/54 CS

ITEM DESCRIPTION**ESTIMATED QUANTITY****46. 8905-00-177-5017**

BEEF FOR STEWING, FZN, DICED, UNCKD, US SELECT
GR, NAMP 135A
UNIT OF ISSUE: LB

3,480 LBS/348 CS**47. 8915-01-E09-3226**

VEG, BEANS, WHITE, CANNED,
VEGETARIAN, W/SPICES, W/O BACON, NO. 10 SIZE CAN
UNIT OF ISSUE: CN

6,828 CN/1,138 CS**48. 8950-01-E19-2182**

SAUCE, CHEESE, CHEDDAR, SHARP,
140 OZ POLYETHYLENE BAG, FOR CHEESE MACHINE
UNIT OF ISSUE: BG

3,096 BG/774 CS**49. 8905-01-E09-4824**

BEEF, GRD, BULK, FZN,
91% MIN LEAN, 10 LB PG, NAMP 136
UNIT OF ISSUE: LB

10,540 LBS/1,054 CS**50. 8915-01-E19-2378**

JUICE, ORANGE, FZN,
CONC, 5/1, 90 OZ CO
UNIT OF ISSUE: CO

1,008 CO/252 CS**51. 8905-01-E09-3284**

BEEF LOIN, TENDERLOIN, SIDE MUSCLE ON, DEFATTED,
CHL, MIN US CHOICE GR, 5 TO 6 LB AVG, NAMP 189A
UNIT OF ISSUE: LB

1,400 LBS**52. 8945-01-E09-1059**

SHORTENING, LIQ,
DEEP-FRY COOKERY, ALL VEG OIL, 35 LB CO
UNIT OF ISSUE: CO

826 CS**53. 8915-01-373-4978**

TOMATOES, CANNED, DICED, US GRADE A OR B
NO. 10 SIZE CAN, US STDS FOR GRADE
UNIT OF ISSUE: CN

9,000 CN/1,500 CS

ZONE 2 - GEORGIA

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
1. 8910-01-E19-0361 EGGS, WHOLE, LIQ, CHL, w/citric acid, pasteurized, 20 lb BIB, 2/case UNIT OF ISSUE: BX NAPA: MICHAEL FOODS, IN, SKU #46025-8890	28,850 BX/1,442 CS
2. 8960-01-E59-1801 ELECTROLYTIC BEV BASE, VARIETY PACK, GATORADE, (sports drink), pdr, 2.5 gal yield UNIT OF ISSUE: PG NAPA: PEPSICO FOODSERVICE & VENDING SKU #0394	179,264 PG/5602 CS
3. 8920-01-E59-1443 CEREAL, VARIETY PACK, KELLOGG'S FAVORITE ASSORTMENT, 96 ind bowls/co UNIT OF ISSUE: CO NAPA: KELLOGG SALES, SKU# 07337 96 IND BOWLS PER CASE	15,352 BX/159 CS
4. 8920-01-E59-1406 BISCUITS, SOUTHERN STYLE, FZN, 2 oz ea, 120/co UNIT OF ISSUE: CO NAPA: GENERAL MILLS BAKERIES FDSRV, SKU# 94562-06285	11,238 CO/ 93 CS
5. 8920-01-E59-8920 CEREAL, VARIETY PACK, KELLOGG'S, 1.3 to 2.1 oz cups, 60/case UNIT OF ISSUE: CS NAPA: KELLOGG SALES, SKU# 12611	4,506 CS
6. 8970-01-E59-5782 MEAL KIT W/DRINK, BEANS & FRANKS/ VIENNA SAUSAGE, 7.5 oz beans & franks, 7.5 oz UNIT OF ISSUE: CO NAPA: G. A. FOOD SERVICES, SKU# M026	21,276 CO/1,18 CS
7. 8970-01-E59-9717 MEAL KIT W/DRINK, PEANUT BUTTER AND JELLY/ MACARONI AND CHEESE, SHELF STABLE, 38 UNIT OF ISSUE: CO NAPA: G. A. FOOD SERVICES SKU# M019	20,808/CO/1,156 CS

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**ITEM DESCRIPTION****ESTIMATED QUANTITY****8. 8910-01-E60-0513**

3,888 BG/648 CS

SOFT SERVE MIX, NONDAIRY,
SHELF STABLE, vanilla, pdr, 6 lb plastic bag
CHEESE, SHELF STABLE, 38
UNIT OF ISSUE: BG

NAPA: MILITARY FOOD & BEVERAGE SKU # 54018

9. 8915-01-E59-0573

21,096 CO/3,526 CS

VEG, POTATOES, FR FRIES, JULIENNE,
FZN, 3/8 in. thk, 5 lb co
UNIT OF ISSUE: CO

NAPA: - LAMB-WESTON, INC, SKU# B91

10. 8920-01-E19-0009

2,496 CS/434

MUFFIN, BANANA NUT, FZN, 2-1/8 oz ea, 96/co
UNIT OF ISSUE: CS

NAPA: - Sara Lee SKU# 8677

11. 8910-01-E60-0514

260-4 BG/434 CS

SOFT SERVE MIX, NONDAIRY, SHELF STABLE,
choc, pdr, 6 lb plastic bag
UNIT OF ISSUE: BG

NAPA:- MILITARY FOOD & BEVERAGE, SKU# 54015

12. 8920-01-E59-5342

51,486 PG/2,860

WAFFLES, FZN, plain, round, 8/pg, 18 pgs/case
UNIT OF ISSUE: PG

NAPA: GENERAL MILLS BAKERIES FDSRV, SKU# 54015

13. 8925-01-E09-8040

5,446 CS

SYRUP, BREAKFAST, 1 oz pg, 100/co
UNIT OF ISSUE: CO

NAPA: SMUCKERS, SKU# 51500-02283

14. 8915-01-E59-2178

3,500/875 CS

JUICE, APPLE, FZN, conc, 6/1, 90 oz co
UNIT OF ISSUE: CO

NAPA: THE MINUTE MAID COMPANY, SKU# 6343

15. 8905-01-E59-0157

24,730 LB/1,776 CS

TURKEY BREAST ROAST,
BNLS, RAW, FZN, skinless, breast
& thigh, netted, 14 lb avg, SKU#12278
UNIT OF ISSUE: LB

NAPA: Sara Lee Refrigerated Foods

16. 8920-01-E59-8039

2,886 CS

DOUGHNUTS, FZN, glazed,
fortified, 2.5 oz ea, bulk, 48/case
UNIT OF ISSUE: CS

ITEM DESCRIPTION	ESTIMATED QUANTITY
17. 8910-01-E59-2539 CREAM CHEESE, 1 oz pg, 100/co UNIT OF ISSUE: CO NAPA: LAND O LAKES, SKU#34500-44850	2,742 CS
18. 8910-01-E59-1554 EGG PRODUCT, SCRAMBLED EGG MIX, LIQ, FZN, pasteurized, 5 lb bag, 6/case UNIT OF ISSUE: BG NAPA - MICHAEL FOODS, INC, SKU# 46025-54201-00	6,480/1,080 CS
19. 8940-01-E59-4079 BREAKFAST MEAL, W/DRINK, FZN, sandwich, ham and cheese, cereal, UHT milk, orange UNIT OF ISSUE: EA NAPA: G. A. FOOD SERVICES, SKU#M046	7,414/674 CS
20. 8905-01-E09-5757 SAUSAGE, BEEF AND PORK, LINKS PRECKD, CHL, smoked, natural casing, 5/lb, 11 lb UNIT OF ISSUE: EA NAPA: HILLSHIRE, SKU#09410	7,414/674 CS
21. 8930-01-E59-7021 PEANUT BUTTER, smooth, 0.5 oz cup, 100/case UNIT OF ISSUE: CS NAPA: HEINZ, SKU#544500	1,022 CS
22. 8910-01-E19-5094 CEESE, CHEDDAR, SHREDDED, CHL, MILD, YELLOW, 5 lb co UNIT OF ISSUE: LB	55,722/11,444 CS
23. 8940-01-E09-4212 PIZZA, BAKED, IND SERV, FZN, multi (saus, peppers, pep, and onions), w/cheese bl, UNIT OF ISSUE: BX NAPA: SCHWAN SALES, SKU#72180-63521	300 CS
24. 8945-01-E59-3140 NON-STICK COOKING SPRAY, liq, high yield, 14 oz aerosol can UNIT OF ISSUE: CN NAPA: DIVERSIFIED FOOD PRODUCTS, SKU# 63117	1,928/321

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
25. 8935-01-E09-6695 SOUP MIX, CHICKEN NOODLE, CANNED, 19 oz CAN UNIT OF ISSUE: CN NAPA: NATURAL SEASONING, SKU# 76716-00017	3,160/131 CS
26. 8950-01-E59-4324 DRESSING, RANCH, CREAMY, 2 oz pg, 60/co UNIT OF ISSUE: CO NAPA: UNILEVER BESTFOODS, SKU# 25301	378 CS
27. 8950-01-E09-6416 SAUCE, STEAK, 15 oz BOTTLE UNIT OF ISSUE: BT NAPA: HEINZ, SKU#526300	1,248 BT/104 CS
28. 8905-01-E19-3208 BACON, SLICED, FZN, CURED, SMOKED, 18 - 22/ LB AV, SLICED SLAB, 15 LB CASE UNIT OF ISSUE: LB	50,540 LB/3,369 CS
29. 8905-01-E19-2950 BEEF LOIN, STRIP LOIN STEAK, SHORT-CUT, FZN, PORTION-CUT, END TO END CUT, min US Choice Gr, 7 oz ea, NAMP 1180 UNIT OF ISSUE: LB	6,700 LB/670 CS
30. 8905-01-E59-3883 FRENCH TOASTS STICKS FROZEN, PRECOOKED UNIT OF ISSUE: BG	8,380 BG/1676 CS
31. 8915-01-E09-6758 FRUIT COCKTAIL, CANNED, Light Syrup Pack, US Gr A, no. 10 size can UNIT OF ISSUE: CN	10,332 CN/1,722
32. 8910-01-E19-0770 ICE CREAM BAR, FZN, Choc taco, 3.8 oz ea, ind wrapped, 24/box UNIT OF ISSUE: BX	2,390 CS
33. 8905-01-E19-7215 PORK RIBS, SPARERIBS, FZN, Max 4.3 lb avg, 30 lb case, NAMP 416 UNIT OF ISSUE: LB	29,348 LB/978 CS

ITEM DESCRIPTION**ESTIMATED QUANTITY****34. 8905-01-E09-0810**

4,760 LB/476 CS

BEEF LOIN, T-BONE STEAK, FZN,
Portion-cut, min US Choice Gr, 12 oz ea,
NAMP 1174, PSO 4
UNIT IOF ISSUE: LB

35. 8910-01-E09-2555

3,560 PG/890 CS

CHEESE, AMERICAN, SLICED, CHL,
Yellow, 5 lb pg
UNIT OF ISSUE: PG

36. 8950-00-616-5479

7100 HD/710 CS

KETCHUP, 9 GR, FOIL
UNIT OF ISSUE: HD

37. 8925-01-060-7500

8,188 BG/682 CS

SUGAR, BROWN, LIGHT
UNIT OF ISSUE: BG

38. 8960-01-E19-5752

300 CS

JUICE, APPLE 100%
UNIT OF ISSUE: BX

39. 8925-01-E09-0261

6,168 BX/1,028 CS

ICING MIX, CHOC,
Pdr, 5 lb box
UNIT OF ISSUE: BX

40. 8915-00-411-2677

552 CN/46 CS

JUICE, GRAPE, 3/1
UNIT OF ISSUE: CN

41. 8905-01-E19-5594

1,360 LB/34 CS

FISH, LOBSTER TAIL, RAW, FZN,
5-6 oz ea, 10 lb co
Unit of Issue: LB

42. 8925-01-E09-3039

716 CS

SUGAR, REFINED,
White, Granulated, ind pg, 2000/co
UNIT OF ISSUE: CO

43. 8935-00-234-6217

2,976 CN/248 CS

SOUP AND GRAVY BASE
INSTANT, BEEF FLAVORED
NO. 2-1./2 SIZE CAN
UNIT OF ISSUE: CN

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
44. 8905-01-E09-8795 PEPPER, BLACK, GRD, PURE UNIT OF ISSUE: CO	1,014 CN/248 CS
45. 8945-01-E09-1059 SHORTENING, LIQ, Deep-fry cookery, all veg oil, 35 lb co UNIT OF ISSUE: CO	334 CS
46. 8920-01-E09-0806 Item Name: PIE, PECAN, FZN, PREBAKED OR UNBAKED, 9 or 10 in. dia, 32 oz ea baked, 42 oz ea unbaked UNIT OF ISSUE: EA	900 EA/150 CS
47. 8905-00-491-7208 CHICKEN, FROZEN, QUARTERS, BROILER, OR FRYER, READY TO-COOK UNIT OF ISSUE: LB	112,720 LB/ 2,818 CS
48. 8930-01-035-0086 JAM AND JELLY ASSORTMENT, #3 UNIT OF ISSUE: HD	13,218 HD/6609 CS
49. 8905-01-E60-0800 BEEF, GRD, FZN, 85/15, 10 LB CS UNIT OF ISSUE: LB	64,800 LB/6,480 CS
50. 8915-00-191-3461 VEG, ONION RINGS, FROZEN, RAW, BREADED UNIT OF ISSUE: LB	58,180 LB/2909 CS
51. 8910-00-656-0993 CHEESE, AMERICAN, 120 SLICE, YELLOW UNIT OF ISSUE: LB	76,240 LB/3,812 CS
52. 8915-00-133-5903 VEG., POTATOES, WHITE INSTANT, PRE-COOKED UNIT OF ISSUE: CN	24,864 CN/4,144 CS
53. 8955-00-286-5369 COFFEE, HYLD TRAYPAK UNIT OF ISSUE: CN	10,080 CN/108 CS

EVALUATION FACTORS FOR AWARD**TECHNICAL PROPOSAL EVALUATION**

The following evaluation factors are listed in descending order of importance. Each factor will state the importance of its subfactor. The Government will make a risk assessment based on information contained in the proposal and other information, which has or may derive from sources other than the proposal. This risk assessment will be evaluated in the rating for any factors and/or subfactors that place the Government at risk.

I. CORPORATE EXPERIENCE/PAST PERFORMANCE

The subfactors for Corporate Experience/Past Performance are of equal weight.

A. Corporate Experience

1. The Government will perform an integrated assessment of the offeror's corporate experience and past performance. This assessment will also be performed for any partner(s) or joint venture(s) that will perform in support of the proposed contract. The Government will evaluate the offeror's experience in fulfilling requirements of similar dollars and volume for other customers in a Prime Vendor/regular dealer capacity and other Government contracts, if any. This assessment will also be performed for any partner that will perform in support of the proposed contract. This evaluation will be based on the offeror's proposal, as well as any in-house Government records, if applicable.

2. The offeror's identification of key personnel, and its individual experience will be examined in order to determine the anticipated success of the firm in providing service to its customers. This information should be addressed during the Oral Presentation.

B. Past Performance

When evaluating Past Performance, the offeror's written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror will be taken into account. Government in-house records will be considered more significant than information provided by other references.

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

1. The Government will evaluate the offeror's record of performance with both commercial and government contracts. The Government will determine whether the firm has a successful history of conforming to contractual requirements or business agreements, a commitment to customer satisfaction, timely delivery of quality products, providing consistently high fill rates, and service at fair and reasonable prices. If an offeror has performed on government contracts, offerors will also be evaluated on socioeconomic issues of past and current contracts. Offerors that do not have records of past performance on socioeconomic issues will receive a "neutral" rating. This evaluation will also be performed for any partner involved in the proposed contract. Government in-house records will also be used for this evaluation, if applicable, and will be considered more significant than information provided by other references.

2. The Government will evaluate the prime vendor's, or its partner's, experience on contracts similar in size and complexity to this solicitation. Firms that demonstrate significant experience in these areas will be rated more favorably than those firms that do not.

3. Awards or certifications received by offerors that indicate a firm possesses a high-quality process for performing the work required will be evaluated. These awards or certifications must be significant in the foodservice industry.

4. Offerors are encouraged to address unfavorable reports/problems of past performance. Your response, or lack thereof, will be taken into consideration.

II. DISTRIBUTION SYSTEM/CAPABILITY

The sub-factors for Distribution System/Capability are of equal weight.

A. Product Availability

1. The number of items an offeror (and any partner(s)) currently carries in its inventory that meet the item descriptions, or commercial equivalent, of the items in the NSN and LSN catalogs, the current Prime Vendor catalog, and Class 1 items listed in the solicitation will be evaluated. The Government will also evaluate the firms' ability to source those items that are not carried in stock. The offeror's turnover ratio will be examined.

2. The firm's proposed fill-rate, with and without substitutions, and how it intends to satisfy this goal will be evaluated.

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

3. The offeror's product accountability system will be assessed in order to determine whether the firm is capable of supporting the requirements of the customers.

4. The Government will determine if the firm has the capability to support its customers in a timely manner by evaluating its hours of operation and the proposed method of delivery to each customer/individual dining facility.

5. The offeror's policy regarding minimum order quantities to add new products to inventory as well as the offeror's time frame in which new products will be added will be assessed.

6. The offeror's policy on breaking cases, along with the number and type of items that can be split will be evaluated.

7. The offeror's procedures/plans for ensuring compliance with the Berry Amendment will be evaluated.

B. Force Protection

1. The Government will evaluate the offerors' security plans relating to plant security and security of the product in light of the heightened threat of terrorism. The steps taken to insure that products and/or packaging have not been tampered with or contaminated throughout the entire manufacturing/distribution process will be evaluated.

C. Distribution Resources

1. The firm's available capacity and resources will be evaluated as to how the requirement of the solicitation will be supported. Included, but not limited to, are warehouse space, delivery vehicles and equipment, and other resources.

D. Ordering System

1. The Government will evaluate the offeror's ability to interface with STORES and transmit the transaction sets listed in the solicitation. A firm's EDI capability or plans to become EDI capable will be evaluated. The offeror may be required to transmit an 810, 832 and 997 in order to demonstrate its EDI capability.

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

2. The firm must be able to produce and electronically transmit all required management reports as outlined in the section entitled "Special Contract Requirements". The ability to produce additional management reports that would benefit the Government, other than those listed as a requirement of the solicitation, will be evaluated.

3. The firm's ability to support the needs of the customers in the event the STORES system is not operational will be assessed. Highest consideration will be given to electronic "user friendly" ordering systems that have the capability to produce printed confirmation reports and to update prices.

4. The government will assess the capability of the offeror to receive orders and other information via the Internet.

E. Customer Service Approach

1. The routine customer support services offered by the firm will be assessed to determine its commitment to customer satisfaction and business-like concerns for its customers.

2. Procedures for handling Not-In-Stock's (NIS's), manufacturer's backorders, substitutions, emergency orders, cancellations and add-ons, monitoring contract performance, and actions taken in response to anticipated delays will be evaluated.

3. The services offered to assist customers in their menu planning and services that assist customers in becoming aware of new products will be evaluated.

4. The services offered to assist customers in becoming more cost effective will be evaluated.

5. The offeror's plan to ensure that customers receive accurate, timely deliveries will be evaluated.

F. Location

The Government will assess the capability of the offeror to support customers in a timely manner, taking into consideration the offeror's location(s) in relation to the customers' locations. This includes response time to both regular deliveries and emergency deliveries.

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE***G. Surge/Mobilization***

1. The Government will evaluate the offeror's ability to support "surge" requirements. The capability to swiftly react to this situation will be assessed.

2. The offeror's ability to respond to increased consumption requirements for an extended period of time will be evaluated. Firms must demonstrate the ability to maintain a high level of performance for a span of time, usually with less than thirty (30) days notice.

3. The firm's Readiness Plan will be assessed for realism and completeness.

H. Rebate Policy/Discounts/Allowances

1. The Government will judge the offeror's policies for pursuing, managing and collecting rebates, discounts and allowances.

2. The offeror must demonstrate an aggressive policy towards returning the moneys realized as a result of these savings to the Government.

III. QUALITY ASSURANCE

The sub-factors for Quality Assurance factor are in descending order of importance.

A. Supplier Selection Program

1. The Government will evaluate the offeror's supplier selection program. This evaluation will be conducted to determine the effectiveness of the program to provide a continued supply of quality products with minimal variation.

2. The offeror's methods to ensure that standardized product quality will be maintained when products are received from various suppliers will be evaluated.

B. Quality Control and Quality Assurance Procedures

1. The Government will evaluate the offeror's QC and QA procedures, including its inventory rotation methods, identification and

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

correction of discrepancies in inventory management and order preparation, and inventory control methods to ensure that quality products are acquired and supplied, and that these products comply with the Berry Amendment.

2. Procedures to maintain proper temperature controls in the storage, loading and receiving areas will also be assessed.

C. Inspection and Sanitation Procedures

1. The Government will assess the offeror's proposed inspection procedures, including type, frequency, and amount of inspection to ensure that proper procedures are maintained.

2. Procedures to ensure that the order conforms to the items ordered in the correct quantity, has the proper shelf-life dating, is free of damage and meets industry standards for product quality, will be evaluated.

3. The offeror's Sanitary Control Procedures and Stored Product Pest Management Program will be evaluated. This evaluation will include sanitary inspection reports and any ratings as applicable (e.g. AIB, ASI)

D. Recall Procedures

1. The offeror's recall procedures will be assessed for timeliness and thoroughness. The methods used for notification and identification will be evaluated.

2. The firm's methods for handling various types of recalls will be assessed.

E. Technical Descriptions

The Government will evaluate the offeror's product descriptions to determine if the items offered meet the minimum salient requirements of the items listed in the solicitation. The offeror will be evaluated for its ability to provide items that meet the item description (or commercial equivalent) and for Brand Name items, to provide the desired brand.

IV. SOCIOECONOMIC CONSIDERATIONS

Note: For Socioeconomic Considerations under this factor, only product related direct costs are to be incorporated - NO INDIRECT OR SERVICE RELATED COSTS.

A. The Government will evaluate the offeror's socioeconomic plan to ensure that, to the maximum extent practical, small, small disadvantaged, women-owned small, veteran-owned small, disabled-service veteran-owned small and HUBZone small businesses are used as both suppliers and subcontractors in support of this Prime Vendor contract. The Government will evaluate the participation levels in terms of percentages and dollar values and comparatively assess the goals amongst the offerors.

B. The Government will evaluate the measures that the offeror will take to ensure equitable opportunity, and further the opportunities, for small, small disadvantaged, women-owned small, veteran-owned small, disabled-service veteran-owned small and HUBZone small businesses. The offeror that has the highest percentage of participation with small, small disadvantaged, women-owned small, veteran-owned small, disabled-service veteran-owned small, and HUBZone small businesses combined, at the contract and subcontract level, will receive the highest rating. Offerors that are small business concerns will receive additional credit under this factor.

V. JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT

The government will evaluate the offeror's JWOD proposal on a comparative basis among all offerors per 52.215-9004 DLAD. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating. Offeror's proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. Offeror is required to submit percentages supporting this program on a monthly basis to the Contracting Officer within the Socioeconomic Report.

VI. DLA MENTORING BUSINESS AGREEMENT (MBA)

The Government will evaluate the offeror's response to participating in the DLA MBA Program and its ability to mentor firms. The scope of the plan will also be evaluated. The responses from offerors on the MBA Program will be evaluated on a comparative basis amongst all offerors. The offeror(s) indicating the most comprehensive plan(s) will receive the highest rating; this rating will be further enhanced if the offeror identifies new business ventures rather than expansion of existing agreements. This evaluation will also be used to determine the offeror's willingness to assist SB's, SDB's and WOSB's in expanding their businesses.

EVALUATION FACTORS FOR AWARD**BUSINESS PROPOSAL EVALUATION**

The following evaluation criteria are listed in descending order of importance. Aggregate Pricing (Factor I) is relatively more important than Distribution Pricing (Factor II) and Distribution Pricing (Factor II) is relatively more important than Category Distribution Prices (Factor III). However, as the difference in the aggregate prices of technically equal offers decrease, the importance of Distribution Prices and Category Distribution Prices will increase.

I. AGGREGATE PRICING

The Government will evaluate the offeror's proposed pricing on the items selected from the list of the highest usage items provided by the customers listed in this solicitation. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will then be totaled to arrive at an estimated aggregate value. Pricing will be evaluated for all option years in the same manner. All five (5) totals will be added together to determine the lowest overall cost to the Government. There will also be a comparative analysis of item prices to identify unusually high or low pricing on individual items.

II. DISTRIBUTION PRICES

The Government will evaluate each offeror's distribution prices by determining an aggregate distribution price dollar value. This will be determined by multiplying the distribution prices by the estimated yearly requirements for the items listed in the solicitation. The aggregate distribution dollar value will then be evaluated for reasonableness and overall low cost to the Government. Distribution prices, for all categories that do not relate to the market basket items will be evaluated for fairness and reasonableness. The percentage of distribution fee to total aggregate cost will also be evaluated.

III. CATEGORY DISTRIBUTION PRICES

The Government will evaluate each offeror's distribution prices for each category by determining an aggregate distribution price dollar value based on each category and its corresponding distribution price. The aggregate dollar value will then be evaluated for overall low cost to the Government. There will also be a comparative analysis of distribution to identify price fairness and reasonableness.

IV. PRODUCT LISTING

The offeror's current product listing shall be used for informational purposes and will not be evaluated under the Business Proposal.

DOCUMENTS, EXHIBITS AND ATTACHMENTS

- Attachment 1: NAPA Holders Listing
- Attachment 2: STORES EDI Information & 810 Transaction Set
- Attachment 3: Subcontracting Plan
- Attachment 4: Standard Operating Procedures For Prime Vendor
System Management Visits
- Attachment 5: Current Catalogs-Alabama/Florida Panhandle and
Georgia Zones

NAPAS**NATIONAL ALLOWANCE PROGRAM (NAPAs)**

- List of NAPAs:**

Agreement No.	Vendor
0001	Kraft and Nabisco (merged)
0002	Kellogg Sales Company
0003	Jimmy Dean & Bryan Foods
0004	Sara Lee Refrigerated Foods
0006	Schwan's Food Service
0007	Simplot
0008	Campbell Soup Co.
0010	Diversified Food Products
0011	General Mills Bakeries & Food Service Inc.
0012	Readi-Bake, Inc.
0013	Tyson Foods, Inc.
0014	McIlhenny Inc.
0015	Nestle Brands Foodservice Co.
0017	Bunge Food Group
0018	Hillshire Farm & Kahn's
0020	M & M Mars
0022	Sara Lee Bakery
0024	Con Agri Frozen

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

0025	Smithfield Foods Corp
0026	Dannon Company Inc.
0028	Natural Seasoning
0029	Otis Spunkmeyer
0030	Con Agra Refrigerated Foodservice
0032	Heinz
0034	J. M. Smuckers Co.
0036	Tones Brothers, Inc.
0038	McCormick & Company
0040	Brakebush Brothers Inc.
0042	Vitality Foodservice, Inc.
0043	McCain
0045	Land O Lakes
0047	Ferrante Brothers/Nick's Sausage
0048	Aurora Foods, Inc.
0049	French's Foodservice
0055	Simply Fresh Fruit
0056	Lyons Magnus
0057	Michael Foods, Inc.
0058	G & A Food Service
0060	Perdue Farms, Inc.
0063	Portion Pac, Inc.
0068	Awrey Bakery Food Service
0070	Pepsico Foodservice & Vending
0072	Continental Mills, Inc.
0075	J & J Snack
0077	Beech-Nut Co.

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0080	Fernando's Food Corp.
0082	Chef America / Nestle Handheld
0087	Custom Food Products
0091	Devault Foods
0095	Unilever Best Foods
0096	Pilgrims Pride
0098	Daily Foods, Inc.
0100	Trident Seafoods Corp.
0102	The Minute Maid Co.
0105	Sugar Foods Corp.
0107	Par-Way/Tryson Co.
0108	Precision Foods, Inc.
0109	Lamb-Weston, Inc.
0112	Pierre Foods
0113	Kronos Products, Inc.
0114	Del Monte Foods
0119	Very Fine Products, Inc.
0124	Zartic, Inc.
0125	Country Pure Foods, Inc.
0127	Bridgford Foods Corporation
0130	First Food Company
0133	Dean Foods
0139	Ocean Spray
0140	Berks Packing Co., Inc.
0142	Rich Products Corp.
0144	Hebrew National
0147	Cloverdale Foods, Inc.
0150	Castleberry/Snow's

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	Brands
0152	Basic American Foods
0154	Lemon X
0157	Advance Food Company
0159	Reilly Foods
0160	Atkins
0161	Martha Olson's
0164	Chicken Of The Sea International
0166	S & W International Food Specialties
0169	Fontanini Italian Meats
0171	Con Agra Foods, Inc. - Con Agra Poultry Co.
0173	C.H. Guenther & Sons
0177	Costa Macaroni
0179	Quantum Foods
0180	Cargill Inc./SunnyFresh
0181	Citrus Group, Inc.
0183	Bruce Foods Corporation
0187	Windsor Frozen Foods Company
0191	Richmond Peak Quality
0196	American Pride Seafood
0197	Vanee Foods Company
0200	Terry's Comfort Foods
0204	J.O.Y. Foods Inc
0210	GFF Inc. (Girard's Foodservice)
0211	Hatfield Quality Meats
0214	S & K Industries, Inc.

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0216	Bakery Chef
0217	Coffee Express
0218	Super Bakery, Inc.
0221	Baltimore Spice Inc.
0226	Alrod Enterprises, Inc.
0227	Military Food & Beverage Specialists
0230	Mott's Inc.
0231	Victoria Packing Corp.
0232	Yocream International
0233	Hormel Foods
0234	Sara Lee Dressing & Sauces
0235	Kan Pac, LLC
0237	House-Autry Mills, Inc.
0238	State Fair Foods, Inc.
0240	Escalon Premier Brands
0241	Chicagoland Foods
0243	Conagra Signature Meats
0244	Gilardi Foods, Inc.
0245	Viking Seafoods, Inc.
0246	Oregon Chai, Inc.
0247	MultiFoods
0248	Hope's Country Fresh Cookies
0249	Clement Pappas Co, Inc.
0251	Box Lunch L.P.
0252	Rastelli Fine Food
0253	Sweet Streets Desserts, Inc.
0254	Larson Farms

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0255	Pepe's Incorporated
0256	Baumer Foods, Inc.
0257	Boja's Foods, Inc.
0258	Con Agra Dairy FoodService
0259	Ruiz Food Products, Inc.
0260	Mann's LLC
0261	Quantum Culinary, LLC.
0262	Rich Products Beverage Division
0263	Schwan's Bakery Division
0264	Snow Ball Foods
0265	Chattanooga Bakery/Moonpie
0266	Millennium Custom Foods
0267	Farmland Foods
0268	Monterey Mushrooms, Inc.
0269	Truitt Brothers, Inc.
0270	Snyder's of Hanover
0271	Cuisine Solutions
0272	Darlington Farms
0273	C & R Foods, Inc. / Eyas Inc.
0274	RDV Ventures, Inc.
0275	Truserve Products, Inc.
0276	Kings Delight
0277	Wm H Leahy Associates/Carbotrol Foods
0278	Syracuse Italian Sausage Company

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

0279	<u>Buena Vista Food Products Inc.</u>
0280	<u>Lea & Perrins, Inc.</u>
0281	<u>Southstream Seafoods, Inc.</u>
0282	<u>Clement's Pastry Shop, Inc.</u>
0283	<u>King & Prince Seafood Corp</u>
0284	<u>Dole Packaged Foods</u>
0285	<u>Johnsonville Sausage</u>
0286	<u>BD&K Foods, Inc.</u>
0287	<u>Grand Brand/True Lemon</u>
0288	<u>Shasta Sales Incorporated</u>
0289	<u>S&D Coffee, Inc.</u>
0290	<u>Hawaii Coffee Company, Inc.</u>
0291	<u>Domino Foods, Inc.</u>
0292	<u>Tulkoff Food Products, Inc.</u>
0293	<u>Coastlog Industries Limited</u>
0294	<u>Klement's Foodservice</u>
0295	<u>Starbucks Coffee</u>

810 Transaction Set

Version 3050

Electronic Invoice

REVISED

~~7/30/98~~

1-30-2002



PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**810 INVOICE VERSION 3050 FUNCTION GROUP=IN**

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Prime Vendor(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. **Reference page 1A.**

TABLE 1

<u>POS NO</u>	<u>SEG ID</u>	<u>DESCRIPTION</u>	<u>REQ</u>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<u>Loop I.D. – N1</u>			
070	N1	Name	O (M for DSCP)
110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)

TABLE 2**Loop I.D. – IT1**

010	IT1	Baseline Item Data (Invoice)	O (M for DSCP)
-----	-----	------------------------------	----------------

TABLE 3

010	TDS	Total Monetary Value Summary	M
<u>Loop I.D. - SAC</u>			
040	SAC	Service, Charge Information	O
<u>Loop I.D. – ISS</u>			
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

The following information applies to **PRIME VENDORS** only!!

Baseline Item Data (IT1): PAGE 8.

1. Contract Line Item Number (CLIN): The very **"FIRST CLIN"** as it appears on the Purchase Order, **"MUST"** be transmitted in the IT101. Data is required in all IT1 segments.

a. If the **"FIRST CLIN"** was **"NOT"** delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).

b. This is Optional. If additional CLIN(s) on the same Purchase Order have not been delivered, data **"MAY"** be transmitted, but is not required.

2. Contract lines CLIN(s) must be transmitted in line sequence as shown on each Purchase Order.

3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.

4. Any **"new" CLINS/line items, (substituions & adds)** must appear as the **last line** on the invoice. Adds **"MUST"** start with CLIN number 9999AA, 9999AB. As Call date's change, 9999AA maybe recycled. **SEE EXAMPLES...**

a) SP030098D1234 063A = CLIN # 9999AA
063A = CLIN # 9999AB
063A = CLIN # 9999AC

b) SP030098D1234 064T = CLIN # 9999AA
064T = CLIN # 9999AB
064T = CLIN # 9999AC

Revised as of July 30, 1998.

1A

SEG ID	ST Transaction Set Header
POS NO	010
REQ DES	Mandatory

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice	M/Z	ID	3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set	M	AN	4/9

NOTE:

The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition.
(e.g. 810 selects the invoice transaction set)

EXAMPLE

ST*810*000004110

SEG ID BIG Beginning Segment for Invoice
 POS No020
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to
 Transmit identifying numbers and dates

DATA ELEMENT SUMMARY

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice		M/Z	DT 6/6
BIG02	76	Invoice Number Identifying number assigned by issuer		M AN	1/8
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero		M AN	13/13
BIG05	328	Release Number/Call (e.g. 063A)		M AN	4/4
BIG07	640	Transaction Type Code DI= Debit Invoice		M ID	2/2
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined		M ID	2/2

NOTE:

BIG04 - Do not transmit dashes or slashes

BIG08 – Applied to Invoices for “**PRIME VENDORS ONLY**”** Non-Prime Vendors **do not use** BIG08**EXAMPLE**

P.V. transmits BIG*980303*DSCP1111**SP030098D1234*063A**DI*ZZ
 Non P.V. BIG*980303*DSCP1111**SP030098D1234*063A**DI

Loop Repeat 200

SEG ID N1 Loop ID
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To	M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)	X	AN	1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)	X	ID	2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6

EXAMPLE

N1*ST*FT SAM HOUSTON TX*10*FT9068

SEG ID REF Reference Number
 POS NO 110
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number		M	ID 2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)		X	AN 14/14

EXAMPLE

REF*RQ*FT906880631234

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

SEG ID ITD Terms of Sale
 POS NO 130
 REQ DES Optional ** See Note Below
 MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act		O	ID 2/2
ITD03	338	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)		O	R3 1/6
ITD04	370	Terms Discount Due Date (YYMMDD)		O	DT 6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)		X	N 3/3

NOTE:

Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts

EXAMPLE

ITD*16**00.020*980310*015
 Decimal uses one position in Length. Zero fill ITD03 and ITD05

SEG ID DTM Date/Time Reference
POS NO 140
REQ DES Optional (Mandatory for DSCP)
MAX USE 10

PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped	M	ID	3/3
DTM02	373	Date (YYMMDD)	X	DT 6/6	

EXAMPLE

DTM*011*980301

PRIME VENDORS ONLY!!!(modified 1-30-2002)

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP)**See Note Below
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Price-extended CLIN \$\$ Amt *decimal uses one position length (e.g. 25.50 = 0000025.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)	X	AN	13/13
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined	X	ID	2/2
IT109	234	Product/Service I.D. PV = Prime Vendor	X	AN	2/2
IT110	235	Product/service I.D. Qualifier VN=Vendor Code Qualifier	X	ID	2/2
IT111	234	Product/Service I.D. (e.g. 12345678)	X	AN	13/13
<ul style="list-style-type: none"> This information is the Prime Vendors Part Number 					

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

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NOTE: PRIME VENDORS ONLY::: Data required in all segments.

EXAMPLE

IT1*0001 *10*CA**0000025.50**FS*891500E210123*ZZ*PV*VN *12345678

Refer to page 1A **“IF”** CLIN was **NOT shipped-** (e.g. zero fill quantity and price field)

NON-PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO 010
 REQ DES Optional (Mandatory for DSCP) ****See Note Below**
 MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)		X N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)		X R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)		X AN	13/13
NOTE: NON PRIME VENDORS ONLY:::: Data required in all of the above segments. EXAMPLE IT1*0001 *10*CA*0000002.50*FS*891500E210123					

SEG ID TDS Total Monetary Value Summary
POS NO 010
REQ DES Mandatory
MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)		M	N2 1/10

EXAMPLE					
TDS*0000012345					

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information
POS NO 040
REQ DES Optional
MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator C = Charge	M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z	N2	1/10

EXAMPLE

SAC*C****0000003050

SEG ID CTT Transaction Totals
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

PURPOSE To transmit a hash total for a specific element in
 The transaction set

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced	M	No	1/6

EXAMPLE

CTT*125

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE

SEG ID SE Transaction Set Trailer
POS NO 080
REQ DES Mandatory
MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the Transmitted segments (including the beginning (ST) and ending (SE) segments)

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SE01	96	Number of Included Segments	M	N	1/10
SE02	329	Transaction Set Control Number	M	AN	4/9

EXAMPLE

SE*30*000004110

**SAMPLE SUBCONTRACT PLAN
FOR
UTILIZATION OF SMALL BUSINESS (SB)
SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS
WOMEN-OWNED SMALL BUSINESS (WOB) AND
HISTORICALLY BLACK COLLEGES/UNIVERSITIES AND
MINORITY INSTITUTIONS (HBCU/MI) AND
HUBZONE SMALL BUSINESS CONCERNS
VETERANS GOAL**

Submitted By:

Company Name
Address
City, State, Zip Code

Prepared By: _____
Date: _____

Approved By: _____
Date: _____

Prepared By:

DCMC Baltimore Small Business Office
217 East Redwood Street
Baltimore, MD 21202-5299
(410)962-9735
Revised October 2000

PRIME VENDOR FOR GEORGIA, ALABAMA AND FLORIDA PANHANDLE**GOAL FORM – COMPANY NAME****SOLICITATION/PFP NUMBER:**

1. In presenting goals, the contractor's plan should include an estimate of the total dollar amount of subcontracts to be awarded to large and small businesses under the individual contract, and identify both the dollar amount and percentage of this total that is expected to be awarded to all small (including disadvantaged) business firms. The contractor's plan, as illustrated in the example below, should then identify both the dollar amount and percentage of this latter estimate that is expected to be awarded to disadvantaged small business, WOB concerns and Hubzone Small Businesses, and Veterans Goals.

2. The following is a DCM Baltimore Sample Format for presenting goals that are generally accepted by most DoD buying offices:

	DOLLARS	PERCENT
Total Contract Price	_____	_____100%
Total Amount to be Subcontracted*	_____	_____ % of Total
To Large Business Firms	_____	_____ % of Total
Subcontracting		
To Small Business Firms* (To include all SBs, SDBs, WOBs & HBCU/MI's & Hubzones)	_____	_____ % of Total
To Small Business (Nondisadvantaged)	_____	_____ % of Total
To Small Disadvantaged*	_____	_____ % of Total
To Women-Owned Small Business*	_____	_____ % of Total
To HBCU's/MI's* (Subset of SDB goal)	_____	_____ % of Total
To Hubzone Small Business Concerns (+ % of Total)	_____	_____ % of Total
To SDVOSB	_____	_____ % of Total

*These dollars and percentages are goals required by law to be included in each plan. This format clearly present what is intended for each category of Small Business concerns.

3. Principal Products & Services (PP/S) to be subcontracted: (Indicated dollar amount under appropriate business column.)

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PP/S \$Other \$SB \$SDB \$WOB %HBCU/MI Hubzone \$Vet
LARGE

TOTAL \$ \$ \$ \$ \$ \$ \$

(Use separate sheet if required as attachment)

4. Rational for developing goals:

(You must be specific on how your major subcontracts were developed and if you have complied with FAR 52.219-9(d)(11)(iii). Do not use a boilerplate statement or plan will be rejected.)

5. Sources for subcontracting were identified by review of (company name) source lists, DLA Procurement Technical Assistance Center (PTAC) and SBA-PRONET. (Include others as appropriate.)

6. Indirect costs are included in the goals. The proportionate share to SB, SDB and WOB, Hub Zone SB is based on prorated percentages of this solicitation in relation to total dollars. Indicate the formula you used and the specific dollars in paragraph (2) above.

7. Mr. I.M. Shure, Assistant Director of Procurement will administer this subcontracting plan. His duties are to assure SB, SDB, WOB & HBCU/MI, Hub Zone, and Veterans SB of the following:

- a. Provide an equitable opportunity to compete for (company name) subcontracts
- b. Supervise or conduct employee training and motivation regarding utilization of all the above concerns; assure all personnel are included, i.e., Program/Project Managers, Contracts/Marketing, Buyers, Subcontracting/Purchasing.
- c. Contact appropriate organizations (i.e., SBA-PRONET, PTA Centers) to identify sources;
- d. Arrange corporate participation in trade associations, business development organizations, and conferences and trade fairs to locate sources;

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- e. Counsel and discuss subcontracting opportunities with potential SB concerns, arrange appropriate assistance (i.e., technical, financial, management, etc.) to these firms as required and practicable. Procurement Technical Assistance (PTA) is further defined as:

(1) Assure that company's solicitation terms and conditions (i.e., format, wording, response, time specifications, quantities, delivery schedules, terms of payment, etc.) are sufficiently simple and attainable to attract maximum SB participation.

(2) Discuss/clarify other solicitation terms and conditions as required, but especially to those SB concerns that bid but will not receive award.

(3) Refer SB concerns to appropriate activities (i.e., Small Business Administration, Procurement Technical Assistance Centers) for non-solicitation assistance.

- f. Serve as member of (company name) make or buy committee to assure timely consideration of the potentialities of all the above concerns.

- g. Review each planned procurement (subcontract or purchase order of \$1,000 or more) to assure maximum solicitation from SB concerns and as a minimum, all reasonable efforts are made to:

(1) Identify and solicit at least (one) SB source for each item or service previously procured from a large business "single source".

(2) Solicit at least three SB and one SDB for each procurement where adequate competition is known to exist.

(3) Assure that when SB source lists are excessively long, reasonable efforts are made to give all these firms an opportunity to compete over a period of time.

(4) Give each newly identified SB source an opportunity to compete at the earliest possible date.

- h. Review each subcontract of \$500,000 or more planned for award to a Large Business to assure that the solicitation included the FAR 219-9 clauses or equivalent.
- i. Review, approve and monitor Large Business subcontractor subcontracting plans when required. Assure procedures are in place to meet individual goals on each SB Plan incorporated into resulting contract.
- j. Perform (semi-annual) internal audit of (company name) compliance with all current SB program requirements, and semi-annual review of progress toward attaining goals. Assure processes are in place to provide timely reporting.
- k. Assure (company name) compliance with the records and reporting requirements outlined in 10 and 11 below.

8. Efforts (company name) will make sure that SB concerns have an equitable opportunity to compete for subcontracts are outlined in paragraph 7 above and demonstrated by the reports and records outlined in paragraphs 10 and 11 below.

9. (Company name) included the FAR 52.219-8 – “Utilization of SB and SDB concerns” clause in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (except SB concerns) who receive subcontracts in excess of \$500,000 to adopt a plan that complies with FAR 52.219-9 and appropriate agency supplements.

10. (Company name) will:

- a. Cooperate in any studies or surveys as may be required by the customer.
- b. Submit periodic reports in order to allow the customer to determine compliance with this plan.
- c. Submit SF294/SF295 per the instructions on the forms.
- d. Ensure that its subcontractors agree to submit SF294/SF295 when applicable and monitor

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compliance by receipt of the SF294 reports.

11. (Company name) will maintain the following records:

- a. Source lists, guides and other data that identify and certify size of all categories of SB concerns.
- b. Organizations contacted to locate above SB concerns.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000 and assure the subcontract/purchase order file(s) contain the following written summary:
 - (1) Whether SB concerns were solicited and if not, why not
 - (2) Whether SDB concerns were solicited and if not, why not
 - (3) Whether WOB concerns were solicited and if not, why not
 - (4) Whether Hubzones were solicited and if not, why not
 - (5) If applicable, the reason award was not made to SDVOSB and if, why not
- d. Records of outreach efforts and contacts with trade associations, business development organizations and conference and trade fairs to locate SB sources.
- e. Records of internal guidance and encouragement provided to buyers through workshops, seminars, training, etc., and monitoring performance to evaluate compliance with program requirements.
- f. On a contract by contract basis, records to support award data submitted to the customer, including the name, address and business size written certification of each subcontractor.

PVQSMV
21 JAN 98

**STANDARD OPERATING PROCEDURE
FOR
PRIME VENDOR SYSTEMS MANAGEMENT VISITS
TO
PRIME VENDOR DISTRIBUTORS**

I. INTRODUCTION:

A Prime Vendor Systems Management Visit (PVSMV) is a review of a contractor's management methods used to effectively meet the terms of the contract.

II. PURPOSE AND SCOPE:

This document prescribes the general guidelines and procedures for conducting Prime Vendor Systems Management Visits to Prime Vendor Distributors assigned to DSCP-HF Prime Vendor Regions, Directorate of Subsistence for contract administration. This document applies to the personnel of DSCP-HF and any other individual performing a PVSMV on behalf of DSCP-HF.

III. REFERENCE

American National Standard ANSI/ASQC Q92, Quality Systems – Model for Quality Assurance in Production and Installation

IV. BACKGROUND:

A. PVSMVs is comprehensive reviews of contractor methods and procedures used for contract performance. The key elements for effective Prime Vendor Systems Management are organizational structure, contract review, purchasing, production, inspection, and servicing.

B. Reviews will focus on (as appropriate within the terms of the contract);

1). Organizational Structure:

a. Management Responsibility for implementing an organizational structure capable to effectively perform the contract.

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b. Control of documents: such as those used for purchasing, stock control, stock selection, inspection, sanitation, etc. are current and changes or modifications are controlled.

c. Training needs are identified and training is given to employees.

2) Contract Review:

Contract review procedures established to assure requirements and conditions stipulated by the government can be met.

3) Purchasing:

Purchasing procedures to assure they include assessment of suppliers, include adequate purchasing data to obtain DOD prescribed items, and should include verification of purchased products.

4) Production:

a. Product identification and traceability, especially in respect to DOD shelf life requirements, date of pack limitations, DOD approved sources, and product recalls.

b. Assurance those nonconforming product and customer complaints are identified and corrective actions taken.

c. Handling, Storage, Packaging, and Delivery. The contractor should have some established methods to control stored products, product selection, loading configuration, etc.

5) Inspection:

a. Process controls: Work instructions, especially where absence of instructions would adversely affect quality are developed and communicated.

b. Inspection and Testing procedures.

c. Internal Auditing of established work procedures, methods, instructions, etc. to assure they are followed and are valid.

6) Servicing:

Procedures for customer servicing to include: Not-In-Stock notification, product substitution authorization, complaints resolution, ordering system assurance, customer satisfaction evaluation, etc. are developed and communicated.

V. POLICY

A. PVSMV schedules will be approved by the Prime Vendor Regional Manager.

B. Scheduling visits with the contractor will be made by the Account Representative/Buyer for the contract.

C. PVSMVs is to determine that the contractor management methods designated for the contract are sufficient to meet the terms of the contract. Visits will not include overzealous reviews or recommendations to change contractor methods, policies, or procedures when those procedures are working satisfactorily.

D. Findings will be documented and reported as stipulated in this Standard Operating Procedure.

E. A Team leader for the visit will be selected when more than one individual are involved. The Team leader will hold a government pre-meeting with the individuals assigned to establish areas of responsibility, goals, and objectives for the visit.

F. Unless specifically referenced in the contract, contractor methods and procedures are not required to be documented.

VI. PERSONNEL PERFORMING PVSMVs

A. Personnel performing Prime Vendor Systems Management Visits should have an in-depth working knowledge of the contractor's responsibilities under the contract, and current problems being encountered in administration of the contract.

It is preferable to use a teaming approach to include individuals in the Procurement, Supply, Technical, and Quality Assurance disciplines assigned to the administration of the contract participate in the reviews.

Teaming will make the reviews more comprehensive and professional because of individual expertise in certain performance aspects.

B. Because of the complexity of the contractual relationships and customer service issues involved in Prime Vendor contracts, PVSMVs should not be performed by third party personnel representing DSCP-HF Prime Vendor Regions unless there is no other alternative. If a third party individual or activity is requested to perform a PVSMV, care should be taken to assure all aspects of the contractual requirements, status of problems, agreements or remedies are fully understood before designating the review. It may be necessary to limit the areas to be reviewed if a third party individual or activity is requested to perform a PVSMV. However use of subject matter experts is encouraged. For instance USDA-USDC Graders/Inspectors, or Veterinary Food Inspectors may be requested to perform product exams of

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selected products to verify that the product conform to the product technical descriptions.

VII. PROCEDURES FOR PERFORMING PVSMVs**A. SCHEDULING**

Prime Vendor Systems Management Visits will be scheduled semiannually, or more frequently, if needed.

B. PREPARATION

1) Individuals performing PVSMVs shall review the current contract requirements and review with the Account Representative, Buyer, Supply, Quality Assurance, and Technical personnel, those areas requiring special attention. Planning for use of subject matter experts should be done in advance to schedule their presence on-site for other uses of their services. Individuals performing the PVSMV will review the contractor's proposal to familiarize themselves with the negotiated terms.

2) Visits will be announced. The Account Representative/Buyer will schedule the visit on mutually agreed dates of the DSCP representatives and the contractor to assure the visit is productive and necessary contractor personnel are available during the visit.

3) Review of problem or special interest areas will be made with the personnel assigned to administer the contract before departing to conduct the visit.

4) Necessary references, exhibits, or other material will be gathered before departing.

VIII. CONDUCTING THE VISIT

A. The individual or team will brief the contractor's management on the purpose of the visit before starting the review. If possible, a current organizational chart and contractor program manuals may be obtained from management. It should be noted that the contractor is not required by contract to possess a "program manual" or procedures documents. However, if they were available they would be useful when conducting the visit.

B. It is recommended that the review be started by having the contractor's representative walk the team through the facility so the review team can ascertain where functional responsibility is assigned.

C. The Prime Vendor PVSMV check lists are to be used to assure consistent review during visits. However, the checklists are not within themselves more than a tool for the visitors to assure necessary areas have been

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reviewed. The depth of the review of any area will be predicated upon the findings of the visit. If key indicators for the performance characteristic or function are satisfactory, usually that area will not require an extensive review.

D. The review factors for a PVSMV, the definitions of the baseline for compliance, and the key factor(s) relating to those base lines are as follows:

FACTOR 1. Organizational Structure:

a. Management responsibility for implementing an organizational structure capable to effectively perform against the contract.

Definition: The contractor's policy for supplying a product or service is implemented by assigning organizational responsibility and authority to all personnel who manage, perform, and verify work affecting the contract.

Key factors: the organizational structure assigns responsibility and authority for contract review, purchasing, production, and inspection.

b. Control of documents:

Definition: Documents when used for purchasing, stock control, stock selection, inspection, sanitation, etc. are current and changes or modifications are controlled.

Key factor: Procedure and policy documents "when used" in contract review, purchasing, production, and inspection are controlled.

c. Training needs are identified and training is given to employees.

Definition: Methods or procedures exist for identifying and providing necessary training.

Key factor: Employees demonstrate through their work activity knowledge of their job responsibilities.

FACTOR 2.

Contract review procedures established to assure requirements and conditions stipulated by the government can be met.

Definition: The contractor has an individual or activity assigned to review DSCP contracts and modifications to assure work solicited can be performed.

Key factor: An individual or organization is assigned contract review.

FACTOR 3. Purchasing:

Purchasing procedures to assure they include assessment of suppliers, include adequate purchasing data to obtain DoD prescribed items, meet DoD

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shelf life requirements and date of pack limitations, domestic source products, etc., and should include verification of purchased products.

Definition: Review of purchasing instruments and procedures verifies DoD prescribed items and requirements are being met.

Key factor: Items as prescribed in the solicitation/contract is being purchased for DoD deliveries.

FACTOR 4. Production:

a. Product identification and traceability, especially in respect to DoD shelf life requirements, date of pack limitations, DoD approved sources, and product recalls.

Definition: Methods or procedures used account for DoD specific requirements.

Key factor: Identification and traceability of items allows selection of products meeting DoD requirements.

b. Assurance that nonconforming product and customer complaints are identified and corrective actions taken and recalls can be effected.

Definition: Methods or procedures exist for nonconforming product, customer complaints and their resolution and recalls.

Key factor: The organizational structure assigns responsibility and authority for nonconforming supplies.

c. Handling, Storage, Packaging, and Delivery.

Definition: The contractor should have established methods to control stored products, product selection, loading configuration, etc.

Key factor: Selection and delivery of products are made properly and delivered in the correct quantity and condition.

FACTOR 5. INSPECTION:

a. Process controls:

Definition: Work instructions, especially where absence of instructions would adversely affect quality are developed.

Key factor: Work instructions for special procedures are communicated.

b. Inspection and Testing procedures:

Definition: Procedures for condition of receipts, verification of purchased products, sanitation, stock rotation, etc. are communicated.

Key factor: Inspections and tests are completed for products, processes, or functions affecting quality of life or service.

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c. Internal auditing of established work procedures, methods, instructions, etc. to assure they are followed and are valid.

Definition: Documented procedures are reviewed for their adequacy and personnel's compliance to them.

Key factor: "When" an audit program is established it is being accomplished. NOTE: An internal auditing program is not required by the contract.

RECORDING FINDINGS:

The PVSMV checklist will be completed for each review. Notes documenting status of factors or elements on the checklist may be recorded on the checklist. The checklist provided in this SOP is only an example. Check list should be developed for each contract.

Findings requiring action by the contractor to modify methods or procedures to bring performance into contract compliance will be documented on a DD Form 1715 and a copy provided to the contractor during the visit, as soon as the discrepancy is noted. Or documented as determined by the team leader or Regional manager.

The DD Form 1715 will be completed and signed by the team leader or individual conducting the PVSMV. The specific contract reference shall be stated for the noncompliance, with a short summary of the finding and a statement of action required. (See example)

Other suggestions for improvement of processes or procedures affecting support to DoD under the contract may be discussed with the contractor's representatives, and documented on the PVSMV checklist. It is important to advise the contractor that these types of observations are only suggestions for improvement, and are not procedures requiring modification for contract compliance.

IX. REPORTING:

A. The individual or team will out-brief with the Respective Prime Vendor Regional Manager, the Account Representative, Buyer, and Contracting Officer for the particular contract involved.

B. The completed PVSMV checklist and Quality Deficiency Reports DD Form 1715 shall be provided to the Account Representative for the contract file and documentation of deficiencies noted.

CURRENT PRIME VENDOR

CONTRACT CATALOG

OF ITEMS

Zone 1 Alabama/Florida Panhandle